Commonwealth of Virginia
Virginia Information Technologies Agency

TECHNOLOGY BASED TRAINING MATERIALS

Optional Use Contract

Date:	January 4, 2007
Contract #:	VA-020110-NETG
Authorized User:	State Agencies, Institutions and Other Public Bodies as defined in the VPPA
Contractor:	Thomson NETg 25 Thomson Place Boston, MA 02210
FIN:	59-2124491
Contact Person:	Jeff Gray Senior Federal Account Manager (703) 476-7290 Office (630) 330-7872 Cell Email: Jeff.Gray@thomson.com
Contract Discount From Price List:	See attached "Pricing Schedule"
Contract Price List	The Catalog and Price list for this solicitation shall be NETG IT Professional Development Library
Term:	January 10, 2007 - January 9, 2008
Payment:	Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Doug Crenshaw
Phone: 804-371-5993
E-Mail: doug.crenshaw@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-020110-NETG
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	To update VITA information	07/01/03
2	To correct contract number on cover sheet	08/26/04
3	Update vendors contact information	10/12/04
4	Extends contract terms	1/4/05
5	Mod 1 corrects supplier's FIN	2/25/05
6	Updates VITA's contact information	6/21/05
7	Mod 2 extends contract term	1/10/06
8	Mod 3 extends contract term	1/10/07

MODIFICATION # 3
TO
CONTRACT NUMBER VA-020110-NETG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
THOMSON NETG

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and THOMSON NETg,. hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-020110-NETG, as modified.

Both of the above referenced parties agree to the following:

Reference: Page C-11 of C-18, paragraph 33, entitled "Term":

The term of Contract VA-020110-NETG shall be extended from January 10, 2007 through January 9, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020110-NETG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

THOMSON NETG

BY: _____

NAME: _Denis Henry_

TITLE: _Sr. Director, Finance Ops_

DATE: _12·28·06_

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: __J. B. Edmonds__

TITLE: _Acquisition Manager_

DATE: _1/3/07_

MODIFICATION #2
TO
CONTRACT NUMBER VA-020110-NETG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
THOMSON NETG

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and THOMSON NETg., a division of Thomson Learning, Inc. and successor in interest to Thomson NETg, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-020110-NETG.

Reference: Page C-11 OF C-18, paragraph 33, entitled "Term":
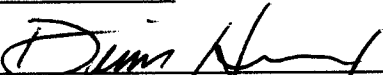
Both of the above referenced parties hereby agree to extend the term of Contract VA-020110-NETG as specified in the above reference, from January 10, 2006 through January 9, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020110-NETG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.
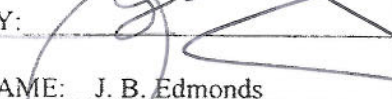
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

THOMSON NETG

BY: _____

NAME: _Denis Henry_

TITLE: _Director, Finance Operations_

DATE: _1-24-06_

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: _____Joe A. Parr_____

TITLE: _____Tech Contracts Manager_____

DATE: _1/31/06_

CONTRACT NUMBER VA-020110-NETg

MODIFICATION No. 1

BETWEEN

THE COMMONWEALTH OF VIRGINIA,
VIRGINIA INFORMATION TECHNOLOGIES AGENCY

AND

THOMSON NETG

The purpose of Modification No.1 is to document the agreement between the Commonwealth of Virginia, Virginia Information Technologies Agency (VITA) and Thomson NETg concerning changing the FIN number, effective upon execution, for Thomson NETg as follows:

Current FIN No. : 680179533

Changed to read: 592124491

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THOMSON NETG

BY: _____

NAME: Timothy Smith

TITLE: VP, Business Planning
         and Analysis

DATE: February 25, 2005

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: LAVERNE BRANCH

TITLE: Sourcing Specialist
         Supply Chain Management

DATE: 2/25/25

COMMONWEALTH OF VIRGINIA
RICHMOND, VIRGINIA

CONTRACT RENEWAL FORM

CONTRACT NUMBER VA-020110-NETG

BETWEEN

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

AND

THOMSON NETG

The purpose of this renewal is to document the agreement between the Commonwealth of Virginia, Virginia Information Technologies Agency (VITA) and Thomson NETg to provide upon request, *computer based training (CBT) courses, materials and related services*, effective January 10, 2005 through January 9, 2006. The original agreement dated January 10, 2002 has two (2) one-year remaining renewal options

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THOMSON NETg

BY: *Timothy Smith*

PRINT: Timothy Smith

TITLE: Director of Finance

DATE: December 15, 2004

LEGAL DEPT
APPROVED

COMMONWEALTH OF VIRGINIA

BY: *M. LaVerne Branch*

NAME: M. LaVerne Branch
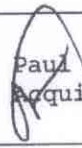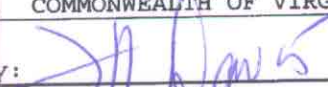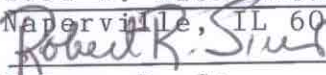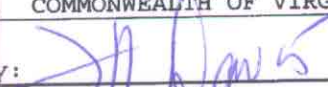
TITLE: Sr. Sourcing Consultant

DATE: 01-04-05

APR# 105
AAR# 518

RECEIVED
DEC 1 5 2004
SALES ADMIN.

COMMONWEALTH OF VIRGINIA   Department of Information Technology
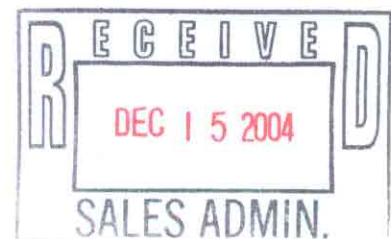
SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMICATIONS		FIN:	

1. Contract No: VA-020110-NETG	2. IFB No: 2001-022	3. Date Issued: Oct 9, 2001	Date Due: Oct 30, 2001	4. APR 45	5. Approval No: C-89

For Information Call: John Tackley   (804) 371-5930

6. ISSUING OFFICE:	7. SHIP TO:
Department of Information Technolgy Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmmond, Va. 23219-9300 ATTN: Bid Section	Locations as indicated on Individual Orders

SOLICITATION

8.   Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time Oct 30, 2001.

CAUTION - LATE OFFERS: See Paragraph 3 of the Solicitation Instructions

This is an advertised solicitation which consists of (1) the schedule of Products and Services, pages 2 thru 10; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-18; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time Oct 30, 2001, in the ASD Conference Room, 110 South 7th Street, Lobby Floor.

All offers are subject to the terms and conditions set forth in the above referenced sections of this solicitation.

Paul H. Dodson, Director
Acquisition Services   Signature

OFFER

In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule.

9. CONTRACTOR:	10: BILL TO:
Company Name: National Education Traing Group, Inc. Address: 1751 W. Diehl Road City, State: Naperville, IL 60563 Signature: Robert R. Simons Name (Typed): Robert R. Simons Title: Sr. VP - Operations Phone: (630) 369-3000	Locations as Indicated on Individual Orders

AWARD

11. Accepted as to Item Numbers: NETg 2001 Retail Price catalog @ 40% discount per order	12. Amount:	13. Award Date: 01/10/02

14. Name of Contracting Officer: Jeff Davis Contracts Manager	15. COMMONWEALTH OF VIRGINIA By: JH Davis	PAGES: 1 of 10

FORM 62 Rev. 12/15/2000

TABLE OF CONTENTS

SECTION 1: IFB PROCEDURES

1.1 Purpose

The purpose of this Invitation for Bids (IFB) is to establish a statewide contract for the purchase of computer based training (CBT) courses, materials and related services by Authorized Users[1].

For purposes of this solicitation, CBT offerings are divided into two (2) course categories,
- Information Technology (IT) Professional Development,
- Desktop Applications/End User Computing.

The Department of Information Technology (DIT) intends to make multiple contract awards in each category, up to 5 awards per category. The first award in a category shall be to the responsive and responsible bidder with the lowest evaluated cost, and thereafter bids will be ordered in ascending order, by evaluated cost, by responsive and responsible bidder. After the first bid is selected for award, additional contracts may be awarded if the courses offered by the bid under review are determined to add course offering topic areas, content or value to those bid offerings already selected for award. The Commonwealth, at its sole discretion, will make this determination. Additionally, services in support of or related to the courses offered by the bidder may also be awarded. A bidder may submit a bid offer in one or both categories.

Contract usage or purchase volume is uncertain. An award does not guarantee any purchase by a Commonwealth of Virginia Authorized User. The resulting contract(s) shall be Indefinite Delivery, Indefinite Quantity type contracts (IDIQ).

1.2 Scope

This document contains the instructions governing the bid offer being submitted and the material and format in which bid offers are to be structured. Also included are mandatory contractual terms and conditions.

1.2.1 GOVERNING DOCUMENTS

The governing documents for this solicitation shall be only the most recently dated Adobe PDF and other file(s) as issued and published on the ASD website at: _http://asd.state.va.us_ . These files include the IFB 2001-22 solicitation document and MS Excel spreadsheet file for use in submitting the pricing and other data, as well as any and all appendices, attachments, answers to vendor questions, amendments and other pertinent documents if and as appropriate.

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[1] Any state agency, institution of higher education, locality or local school division, political subdivision or other public body as defined in the Code of Virginia, §II.37.

1.3 Pre-Bid Conference

None.

1.4 Vendor Understanding of Requirements

It is the Bidder's responsibility to inquire about and clarify any requirement of this IFB that is not clearly understood by the Bidder. All verbal questions are discouraged, as verbal answers provided are non-binding to this solicitation. The Commonwealth will not be bound by any verbal responses to questions. All inquiries concerning this IFB should be submitted in writing to:

> Mr. John Tackley
> Department of Information Technology
> 110 South 7th Street - Lobby Floor
> Richmond, Virginia 23219

All written inquiries must be received by the Issuing Office on or before the close of business, October 22, 2001. No further written inquiries will be accepted after that date. In the event the due date of this solicitation is changed, for whatever reason, further written inquiries must be received within sufficient time prior to the revised due date so that written amendment(s) can be sent and received by bidders. E-mail is preferred. Please direct e-mail, with "IFB 2001-22" in the Subject line, to the attention of John Tackley at this e-mail address:

> jtackley@dit.state.va.us

(Facsimiles are also acceptable. The ASD fax number is (804) 371-5969.)

1.5 Identification of Bids

The cover page of the solicitation must be returned, bearing the authorized signature of a responsible representative of the bidder, and other requested information on that page, including the offering firm's Federal Identification Number (FIN). One paper copy of the complete bid offer, including pricing must be submitted for contractual purposes. Bid offer must also be submitted on CD-ROM discs, and shall be clearly marked on the outside cover of all envelopes, boxes, CD-covers or packages, and also on the individual CD-ROM discs themselves, as follows:

From: Name of Bidder
          Street or P.O. Box Number
          City, State, Zip Code
          IFB Number 2001-22
          (Bid offer, Redacted Bid Offer or Pricing Spreadsheet)

The CD-ROM discs must be individually labeled with their contents. The labeling information should be printed on the CD-ROM media.

1.6 Oral Presentation/Demonstration

An oral presentation and or demonstration by the Bidder may be required. If an oral presentation/demonstration is required to clarify or substantiate any area contained in the bidder's response, the Issuing Office will schedule a time and place for the presentation. The bid offer must

be complete in all respects, as oral presentations and demonstrations MAY NOT be scheduled. All costs incurred by a Bidder to provide oral presentations/demonstrations are the responsibility of the Bidder.

1.7 Proprietary Information

Trade secrets or proprietary information submitted by a Bidder or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, or Contractor must invoke the protections of Code of Virginia, Section II 52D, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. (Bidders must use the Tools/Track Changes /Highlight Changes feature of MS Word for all Word document files submitted.) THE CLASSIFICATION OF AN ENTIRE BID, TECHNICAL PROPOSAL DOCUMENT, LINE ITEM PRICES AND/OR TOTAL BID PRICES AS PROPRIETARY IS NOT ACCEPTABLE AND MAY RESULT IN REJECTION OF THE BID. IF THE BID IS ACCEPTED, FAILURE TO MARK THE DATA OR OTHER MATERIALS AS STATED WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO VENDORS OR THE PUBLIC AS PROVIDED IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

1.8 Bid Format

When preparing a bid offer, bidders must adhere to the following general instructions in order to bring clarity and order to their solicitation response and the subsequent evaluation process. The bid offer is to be delivered in several parts or elements, all within a single main response envelope labeled with the Bidder Firm name and the Solicitation number. All parts are to be submitted, both paper/hard copy and separate CD-ROM discs, each clearly and appropriately labeled. The required bid elements are as follows:

1.8.1   The first element is the cover sheet of this solicitation document. It must be signed by the Bidder's contractually binding authority, and must be submitted to the issuing Office identified on the face page of the solicitation. The firm's address, contact person and other information, including the firm's FIN must also be entered in the spaces provided on this page.

1.8.2   One complete paper/ printed hard copy of each separate bid offer, including the complete solicitation document, and printed hard copies of all files submitted on CD-ROM, including the individual MS Excel spreadsheet workbooks (*Instructions, Professional Development, Desktop Apps-End User Computing, Listing Spreadsheet*) must be submitted in a sealed envelope labeled *"IFB 2001-22 Bid Response – Paper Copy."* The paper/ printed hard copy documents will be used for contractual purposes when making a bid award.

1.8.3   All CBT courses and related services offered must be listed in a **Listing Spreadsheet**. This Listing must include the information shown in the table below. A complete CBT product and optional service(s) listing shall consist of all:

- CBT courses/products offered.
- Related services offered.
- Bid prices offered (derived from the Discount and Index Price, both from the **Pricing Spreadsheet**)
- Published price list, contract listing or URL of Publisher's web page(s) where pricing can be verified and information and descriptions of CBT courses offered can be viewed.

All document(s) file(s) must also be submitted in an appropriately labeled sealed envelope, in MS Word format on an appropriately labeled CD-ROM disc, in a Table formatted as follows:

Company Name	Course Title	Delivery Medium	Course ID#	Bid Price (DC x IP)	% Discount	Index Price	Index document (Published price list, contract listing or URL)
Sample Co.	MS Word '97 – Level 1	1 user, CD-ROM	PI-111222c	$77	23%	$100	www.sampleco.com/msword/111222.html

1.8.4   **Pricing Spreadsheet**, (see Section 2.2). The Pricing Spreadsheet (downloaded from the ASD website) is to be submitted on a clearly marked CD-ROM disc. The Pricing Spreadsheet must be delivered in accordance with instructions contained in Section 2.2. Be advised, you are required to download a MS Excel spreadsheet file for your required use in submitting this cost information. You must follow the instructions given for downloading and supplying required information and costs by inserting data into the spreadsheet file supplied at the ASD website (see Section 1.10). This cost information must be submitted in MS Excel format, and only <u>one</u> CD-ROM disc is required.

1.8.5   A redacted bid offer, <u>but only if necessary</u>, for identification of proprietary information. The revised bid offer, with proprietary information redacted, is to be submitted on a separate CD-ROM disc. Please refer to the preceding paragraph # 1.7 for instructions. Data that has been removed must be so noted and there must be an explanation for each item removed as proprietary. NOTE: IT IS NOT ACCEPTABLE TO MARK AN ENTIRE DOCUMENT AS PROPRIETARY. IT IS ALSO UNACCEPTABLE TO MARK THE BID PRICING AS PROPRIETARY. Bidders are referred to the Commonwealth of Virginia Vendors' Manual, section 1.9 for clarification.

1.8.6   <u>If not the Publisher or OEM of CBT products offered, the Bidder must supply a hard copy, written confirmation, signed by a responsible person from the Publisher or OEM, that states that the bidder is a regular dealer of all Publisher or OEM products and services offered.</u>

1.9 Bid Pricing Format

Please refer to Section 2.2.1 entitled **"Pricing Schedule"** for detailed instructions.

1.10 ASD Website

The Commonwealth maintains an acquisition website at http://asd.state.va.us. Bidders are requested to check this site prior to submitting bids, in the event the solicitation is amended or extended. Failure to check for amendments does not relieve the Bidder from complying with all terms of any such amendment.

SECTION 2:   MANDATORY REQUIREMENTS

2.1 CBT Categories and Requirements

The Commonwealth is seeking to establish multiple Statewide Master Contracts in two CBT categories. The categories are:

2.8.1   **Information Technology (IT) Professional Development,**
2.8.2   **Desktop Applications/End User Computing.**

2.1.1   <u>General Requirements:</u> The following <u>mandatory</u> requirements apply:

- o The minimum number of course offerings in each category to be considered for award shall be:
  - <u>350 IT Professional Development courses</u>
  - <u>200 Desktop Apps/End User Computing courses</u>

- o The following delivery mediums must be provided, but are not limited to:
  - DESKTOP based:
    (DISKETTE/CD-ROM/DVD-ROM (or other recorded, mail-able medium)
  - WEB based: (Internet/Intranet, online or downloadable)
  - LAN based: (Customer Server, online or downloadable)

- o The following course features must be provided, but are not limited to:
  - Skill Assessments
  - HELP feature
  - Book-marking
  - 30 Day No-Cost Preview
  - Administrative features:
    - Registration
    - Tracking
    - Reporting

- o **Industrial Funding Adjustment (IFA)**, as specified in the attached Contractual Terms and Conditions herein.

2.2 Bid Pricing (Pricing Schedule)

2.2.1 PRICING SCHEDULE:

BIDDERS **MUST** SUBMIT BID PURCHASE PRICING WITHIN THE PROVIDED MS EXCEL FILE, WHICH BEARS THE NAME OF:

"IFB200122.XLS"

THIS FILE MUST BE DOWNLOADED FROM THE ASD WEBSITE LOCATED AT URL:

http://asd.state.va.us/bids/200122.htm

(NOTE/ Download Instructions:
From the above URL, right click on "Spreadsheet", then select "Save Target As ...", provide the file
extension "xls" to the file name, and then save it to your desktop or other location. After the file
download completes you may use MS Excel to open the file.)
THIS FILE MUST BE USED UNMODIFIED (EXCEPT For Bidder Information and Pricing) FOR
SUBMISSION OF ALL BID PRICING ON THE CD-ROM DISC SUBMITTED IN RESPONSE TO THIS
SOLICITATION. PRICING not organized in this manner may cause bid to be ruled non-responsive
for failing to specifically address these requirements.

The instructions for completing the two category worksheets are re-printed here.

MARKET BASKET OF COURSE OFFERINGS and LISTING Spreadsheet:
Award will be based upon the Evaluated Cost (EC) which is the sum total of costs for the "Market Basket" of courses provided.
Multiple awards up to 5 may be made. Award will consist of the *entire* catalog of courses available
from each selected bidder.

INSTRUCTIONS: On the following two worksheets, (Professional Development and Desktop Apps...) enter your firm's data per the following
                  instructions:

NOTE: *Sample data, shown in red font color, has been inserted as a guide on each sheet.*

Enter your firm's name in the "COMPANY NAME" column.

Enter your firm's course data that most closely matches the provided titles.

Enter the course Delivery Medium, License and ID number or part number, as appropriate.

Enter your firm's bid price in the "BID PRICE" column. (NOTE: All prices must include IFA.)
Enter the Publisher's purchase price in the "Index Price" column. (Discount is calculated from the Bid
Price and the Index Price)

Enter the Publisher's Index Document or website URL in the "INDEX Price Document/URL" column
(where the published price for the course can always be found).

2.2.2 EVALUATION OF COSTS:

Evaluated Cost (EC) for each CBT course/product offered will be determined by the numeric sum
of bid costs for the Market Basket Sampling of courses listed in the Pricing Spreadsheet, for each
category, separately. Ranking of bidders within categories will be ordered in ascending **EC** for the
purpose of making multiple awards, up to a total of 5 awards within the two CBT categories.

2.2.3 CONTRACT PRICING:

Contract Line Item Number (CLIN) Pricing for all CBT courses/products/services offered shall be
determined by the application of a Contract Discount, from a publicly available published Index
Price document or URL (Internet website). Contractor(s) must, at all times during the term of this
contract, make available to the Commonwealth (preferably in electronic form), the current Index
Price of each contract item. The Index Price may come from such publicly available published
documents as a price list (such as "Retail" catalog pricing) or from a contract, which is still in effect
at the time of contract award (such as a "GSA" or other contract) or from a website URL where
such documents or pricing are publicly available. Distributor or Reseller catalog pricing is not
acceptable for this purpose.

Contractor(s) shall update the Index Price document on a regular basis and provide the updated
Index Price document to the Contracts Manager, DIT. The schedule for providing such updates
may be at the contractor's convenience dependent upon contractor's frequency of publication of
pricing changes (i.e. daily, weekly, monthly, etc.), but in all cases shall, at a minimum, be provided
to the Contract's Manager, DIT on a quarterly basis. The current Index Price for each CLIN will be
published on the ASD website for the convenience of authorized contract users. At no time shall a
lower price than the Index Price less Contract Discount be offered to government customers within

the Commonwealth of Virginia. Any promotional or otherwise "special" pricing must be available to all authorized contract users.

ALL CONTRACT PRICES MUST BE NOT-TO-EXCEED PRICES. At no time during this agreement will a Contractor be allowed to exceed the prices offered in the IFB response, except as provided herein. The Master Contract pricing shall therefore be Not-To-Exceed (NTE) pricing.

After contract award(s), DIT will use the NTE prices in the following manner. CBT courses/products/services Index Prices offered shall be verifiable by referring to the most current Index Price document. All subsequent CLIN price changes for product replacements, whether caused by manufacturer price changes, obsolescence, etc. will be governed by the application of the constant Contract Discount for the life of the Master Contract.

2.3 Product Substitutions and/or Additions

The Contractor may substitute or replace products that are of equal or greater value and equivalent or greater specification to existing contract items, as necessary, when the change is required due to the Publishers or OEM's course product/service changes. All changes must be reflected by the Index Price document or website URL designated for that item, prior to substitutions of CLINs. Products may also be added to the contract as the need arises, upon mutual consent of the Commonwealth and contractor, but only at the Contract Discount for like items or items within the same categories.

2.4 Index Price Document or URL Persistence and Contract Administration

It is the intent of the Commonwealth to be able to use all Index Price documents, their updates and/or website URL(s) supplied with the bid offer for the life of the contract. In the event that any of these cannot be persistently maintained, the contractor must notify the Contracts Manager, DIT of any and all changes to them a minimum of 30 days prior to any changes. For award purposes, the Index Price document or website URL provided on the printed hard copy will be used to verify and validate the Contract Discount for courses/products/services initially offered. Should any change to the Index Price document or website URL(s) provided with the bid offer be made prior to award, but after this solicitation's due date, bidder must notify DIT/ASD immediately. E-mail notification is preferred. Please direct e-mail, with *"IFB 2001-22, Index Price Document/URL Change Notification"* in the Subject line, to the attention of John Tackley at the following e-mail address:

<p align="center">jtackley@dit.state.va.us</p>

and also follow up the e-mail message notification with an original hard copy mailed to:

> Mr. John Tackley
> Department of Information Technology
> Acquisition Services Division
> 110 South 7th Street – East Lobby Floor
> Richmond, Virginia 23219

2.5 Bid Evaluation Period

The Commonwealth may elect to conduct testing of products offered before the award of the Contract. All Bidders should be prepared to provide offered courses/products for such testing prior to award. Should the COV elect to test a Bidder's offering, the Bidder must provide one (1)

evaluation unit for each course listed in the Market Basket sampling. The Delivery Medium specified in the Pricing Spreadsheet will determine how the product is provided for bid evaluation. If the COV determines that the Bidder's offering does not meet the specifications as stated in the IFB, the bid will be rejected. The Bidder shall be liable for all costs associated with the courses/products submitted for evaluation.

2.6 Warranty/Maintenance

Contractor shall provide a toll free technical support contact number with each delivery where authorized user may obtain assistance with the installation, configuration and use of the CBT product identified in individual purchase orders.

2.7 Delivery

Delivery shall be 30 days after receipt of order.

2.8 Use Restrictions

2.8.1   Title to all CBT products ordered under this contract shall remain solely that of the contractor.

2.8.2   Delivery medium specified on each order shall determine how CBT products are to be licensed and used by the ordering Agency/Authorized Contract User(s). Usage rights extend to contractors employed by the ordering agency.

2.8.3   The ordering Agency is authorized to copy installed CBT products for backup and archival purposes only.

2.8.4   The ordering Agency shall be responsible for any and all problems arising from hardware or software compatibility problems arising from installation of the CBT product ordered. The contractor will assist in correcting any and all such problems to the maximum feasible degree.

2.9 Industrial Funding Adjustment (IFA)

All Pricing shall include an Industrial Funding Adjustment as specified in the attached Contractual Terms and Conditions herein.

SECTION 3:   SOLICITATION INSTRUCTIONS

SOLICITATION INSTRUCTIONS
REV. 12/15/00

1.   EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT (HTTP://ASD.STATE.VA.US) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL, WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2.   PREPARATION OF SOLICITATION

A.   Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.

B.   Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.

C.   The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; "IFB-2001-04-PRICING-SCHEDULE-SS.XLS". Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.

D.   Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution, which meets the required specifications of the procurement. Additional bids shall

be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

E.   Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Vendor
             Street or Box Number
             City, State, Zip Code
             Due Date   Time
             IFB No.

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item, which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or bidder offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A.   Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)

B.   A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submits the bid. Submission of a subsequent bid

shall normally constitute the withdrawal of any prior bid submitted by the same bidder or bidder on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder(s) offering the lowest price will be awarded a Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOIA). If a NOIA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page (HTTP://ASD.STATE.VA.US) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the

award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (http://asd.state.va.us) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder' firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. A registration form may be obtained online at http://asd.state.va.us, or by calling (804) 371-5900.

16. CONTRACT

Any contract awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manger, DIT.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office (See Block #6 DIT Form #62) at least ten (10) days prior to the closing date.

17. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of _Code of Virginia_, Section 11-52D, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**

1.   SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth " or "State", will acquire computer based training (CBT) courses, materials and related Services from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor."

"Authorized Users" of this Master Contract as identified by the Commonwealth to place Orders, shall be any state agency, institution of higher education, locality or local school division, political subdivision or other public body as defined in the Code of Virginia, §11.37.

2.   VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site (www.dgs.state.va.us/dps/).

3.   APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth and or the Authorized User. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.   ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates

public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 11-35.1E).

In every Contract over $10,000 the provisions in a. and b. below apply:

a.   During the performance of this Contract, the Contractor agrees as follows:

1)   The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2)   The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3)   Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b.   The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.   ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, Services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.   IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7.   DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8.   ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

9.   MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth an may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

10.   CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11.   PAYMENT

a.   To Prime Contractor:

1)   Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2)   Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3)   All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4)   The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5)   **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 11-69).

b.   To Subcontractors:

1)   A Contractor awarded a Contract under this solicitation is hereby obligated:

(a)   To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth and or the Authorized User for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b)   To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2)   The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth and or the Authorized User.

12.   PRECEDENCE OF TERMS

Paragraphs 1-12 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the Services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the Services and/or furnish the goods contemplated therein.

14. TESTING AND INSPECTION

The Commonwealth and or the Authorized User reserves the right to conduct any test/inspection it may deem advisable to assure goods and Services conform to the specifications.

15. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

16. MODIFICATIONS

This Contract maybe modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the individual identified in block #14 of this solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation.

Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or $50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

17. DEFAULT

In case of failure to deliver goods or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

18. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth User's excise tax exemption registration number is 54-73-0076K.

19. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly specify and identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

20. TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

21. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these

insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a.   Worker's Compensation - Statutory requirements and benefits.

b.   Employers Liability - $100,000.

c.   Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth and or the Authorized User of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

d.   Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

22.   ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at http://asd.state.va.us/ for a minimum of 10 days.

23.   DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

24.   NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, Services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, Services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, Services, or disbursements from an alternative provider.

25.   BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth and or the Authorized User) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth and or the Authorized User's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth and or the Authorized User in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth and or the Authorized User may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth and or the Authorized User to exercise any remedy available to it be construed as a waiver of or consent to any breach.

26.   CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

a.   Prices and options committed to remain in force over a specified period(s) of time;

b.   Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

27.   DELIVERY DATE

a.   The Contractor shall deliver the requested CBT, or Services ready for use, within 30 days ARO.

b.   Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to required delivery date. The State may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.

c.   If the CBT or Services is not delivered within the time specified herein, the State reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver the proposed as stated in response to a solicitation document may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

d.   Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

28.   PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth and or the Authorized User for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth and or the Authorized User's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth and or the Authorized User, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth and or the Authorized User may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth and or the Authorized User for liability arising solely out of the Commonwealth and or the Authorized User's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth and or the Authorized User, or at Contractor's option and expense, may obtain the right for the Commonwealth and or the Authorized User to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth and or the Authorized User is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth and or the Authorized User to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth and or the Authorized User has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth and or the Authorized User. This obligation is in addition to the obligations cited in the first four subparagraphs above of paragraph 7.

29.   NON-APPROPRIATION

All funds for payment of CBT or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or Services dependent on such federal funds without further obligation.

30.   HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

31.   ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all CBT specifically listed in the Schedule, and the notes in the Schedule constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to equipment and/or software acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for equipment acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

32.   PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth and or the Authorized User of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

33. TERM

The Term of this Contract shall be from the date of award and continue unabated for three (3) years. The Commonwealth and or the Authorized User at its sole discretion, may extend the Contract for three (3) one (1) year periods after the initial three year Term. The Commonwealth and or the Authorized User will issue written documentation to the Contactor at least 30 days prior to the end of any current Term, stating its desire to extend the Contract.

34. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

35. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

36. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

37. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All materials, software and Services are subject to inspection and testing by the Commonwealth and or the Authorized User, as delineated herein under TESTING AND INSPECTION, and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given thirty (30) days from the completion of installation by the Contractor (or thirty (30) days after delivery if customer installed) to test, evaluate and accept the materials, software and Services delivered or furnished under this Contract (provided that the Authorized User, in its sole discretion, may accept the

same prior to expiration to the thirty (30) day period). If the Contractors materials, software or Services fail to meet the Contract specifications or other requirements, including the specifications of the brand name (see paragraph 4 of the Solicitation Instructions), or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the vendor. Such rejection will terminate this Contract and exempt the Authorized User from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment, however, acceptance by the Authorized User following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, software or Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the Authorized User after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the materials, software or Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

38. SUPPLIES

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the State shall conform to the Contractor's published specifications provided to State at time of equipment installation. The State reserves the right to acquire such supplies from any Contractor of its choice.

39. WARRANTY

Contractor will provide warranty Services for all CBT software and Services for the entire Contract Term and any extensions thereof. Warranty Services consist of but not limited to, error free CBT and all Services delivered as stated in any Order, and the Contractor shall provide a toll free technical support contact number where any Authorized User may obtain assistance with the installation, configuration and use of the CBT product between the hours of 8:00 a.m. and 5:00 p.m. EST.

40. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the vendor shall fail to deliver the equipment or Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other Services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the vendor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this agreement.

41. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth and or the Authorized User may have under this agreement and the laws of the Commonwealth.

42. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or Services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support Services hereunder.

43. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

44. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and or the Authorized User and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

45. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment "A" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

46. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and Services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph

entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth and or the Authorized User accepts the Products or 3) other as defined by the Contractor.

47.   INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in paragraph 52, above. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

48.   NONVISUAL ACCESS TO TECHNOLOGY:

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network Services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.1-807 through 2.1-811 of the Code of Virginia.

49.   PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's Services offering include any goods or Services to be supplied by another party, the Contractor agrees as follows:

a.   The Contractor shall act as prime contractor for the procurement and maintenance of the entire proposal and shall be the sole point of contract with regard to all obligations under this Agreement.

and

b.   The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's products or Services, and that such other party has agreed in within that it has no objection thereto.

50. ORDERING

Authorized Users may order Products and Services form this Contract by one of the following methods:

a. Purchase Order: An official Purchase Order form issued by an Authorized User

b. Delivery Order (DO): A DO issued by the Acquisition services Division, DIT.

c. Charge / Credit Card: Any order / payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each Order must not exceed $5,000.00 or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days. Or
Any other order / payment charge or credit card process, such as AMEX, MasterCard, or Visa, which is under contact for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products and Services available under this Agreement. Under no circumstances shall any Authorized User or other entity have the authority to modify this Agreement.

51. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, upon sixty (60) days advance written notice by the Commonwealth and or the Authorized User of Virginia. There are no additional costs or financial obligations to the Commonwealth and or the Authorized User upon termination for convenience.

52. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to sixty (60) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

53. SERVICES PRICING

Contractor will provide the Services as delineated in the Schedule herein at the prices identified in Contractor's response to solicitation IFB 3 2002-022 for a period not to exceed two (2) years. Services price increases for additional periods shall be effective on the anniversary date for each succeeding year after the initial two years. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If prices remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the Services at the lowest price available to any other customer.

54.   eVA BUSINESS-TO-GOVERNMENT CONTRACTS:

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

As a vendor desiring to provide goods and/or services to the Commonwealth the contractor shall participate in the eVA Internet e-procurement solution and agree to the comply with the following:

a.   Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b.   Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

The contractor's failure to comply with the above requirements shall entitle the Commonwealth to terminate this contract at anytime without penalty.

ATTACHMENT "A"
TO
AGREEMENT VA– _____ - __
FOR THE
VIRGINIA DEPARTMENT OF _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _Chris R. Gildea_

Printed Name: _Chris R. Gildea_

Organization: _NETg, National Education Training Group_

Date: _10/29/01_

NETg 2001 Retail Price Catalog less 40%
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Index Price Document name/URL
(Enter the OEM's Index Price Document name/website URL where published pricing for the individual course can be found.)
NETg 2001 Retail Price Catalog less 40%
NETg 2001 Retail Price Catalog less 40%
NETg 2001 Retail Price Catalog less 40%
For course descriptions: www.netg.com/catalog/index.asp

LISTING SPREADSHEET

NETg IT Professional Development Library

COMPANY NAME	Course Title	Delivery Medium and License	Course ID #	Bid Price PER USER	DISCOUNT %	Index Price (Enter the price found on the OEM's Index document/URL)
NETg	All IT Professional Dev. Courses	single user delivered on CD-ROM	all IT courses	$ 89.97	40%	$ 149.95
NETg	All IT Professional Dev. Courses	25 to 99 users delivered LAN Based*	all IT courses	$ 51.24	40%	$ 85.40
NETg	All IT Professional Dev. Courses	100+ users delivered WEB Based	all IT courses	$ 25.62	40%	$ 42.70
		No Additional cost for LAN or Web Player Format				
		*less than 25 use single user pricing				

NOTE: All pricing must include IFA.

Professional Development (350 course titles required):

	Course Title	Delivery	Course ID #			Discount
NETg	A+ Certification Part 1 - Hardware Fundamentals	C,L,W	13838			40%
NETg	A+ Certification Part 2 - Hardware Installation and Configuration	C,L,W	13839			40%
NETg	A+ Certification Part 3 - Motherboards, Processors, Memory, and Printers	C,L,W	13840			40%
NETg	A+ Certification Part 4 - Operating System Fundamentals	C,L,W	13841			40%
NETg	A+ Certification Part 5 - Operating System Installation and Configuration	C,L,W	13842			40%
NETg	A+ Certification Part 6 - Troubleshooting and Preventive Maintenance	C,L,W	13843			40%
NETg	A+ Certification Part 7 - Network Fundamentals	C,L,W	13844			40%
NETg	Administering Microsoft Windows NT 4.0 - Part 1	C,L,W	71401			40%
NETg	Administering Microsoft Windows NT 4.0 - Part 2	C,L,W	71402			40%
NETg	Advanced NDS Tools and Dignostics Part 1	C,L,W	82731			40%
NETg	Advanced NDS Tools and Dignostics Part 2	C,L,W	82732			40%

NETg	Advanced NDS Tools and Dignostics Part 3	C,L,W	82733	40%
NETg	Advanced Oracle PL/SQL: Design Considerations and Object Types	C,L,W	61121	40%
NETg	Advanced Oracle PL/SQL: Implementation and Advanced Features	C,L,W	61122	40%
NETg	Advanced Web Authoring - Part 1	C,L,W	81815	40%
NETg	Advanced Web Authoring - Part 2	C,L,W	81816	40%
NETg	Application Development Using Microsoft Access for Windows 95 - Part 1	C,L,W	70551	40%
NETg	Application Development Using Microsoft Access for Windows 95 - Part 2	C,L,W	70552	40%
NETg	Application Development Using Microsoft Access for Windows 95 - Part 3	C,L,W	70553	40%
NETg	Application Development with Microsoft Access 97 - Part 1	C,L,W	71551	40%
NETg	Application Development with Microsoft Access 97 - Part 2	C,L,W	71552	40%
NETg	Application Development with Microsoft Access 97 - Part 3	C,L,W	71553	40%
NETg	Building an e-Commerce Busi	C,L,W	13187	40%
NETg	Building Cisco Remote Access Networks - Part 1	C,L,W	20331	40%
NETg	Building Cisco Remote Access Networks - Part 2	C,L,W	20332	40%
NETg	Building Cisco Remote Access Networks - Part 3	C,L,W	20333	40%
NETg	Building Cisco Remote Access Networks - Part 4	C,L,W	20334	40%
NETg	Building Cisco Remote Access Networks - Part 5	C,L,W	20335	40%
NETg	Building XML-Based Web Applications Part 1	C,L,W	73221	40%
NETg	Building XML-Based Web Applications Part 2	C,L,W	73222	40%
NETg	Building XML-Based Web Applications Part 3	C,L,W	73223	40%
NETg	Building XML-Based Web Applications Part 4	C,L,W	73224	40%
NETg	Building XML-Based Web Applications Part 5	C,L,W	73225	40%

NETg	C Programming - Part 1	C,L,W		
NETg	C Programming - Part 2	C,L,W	13201	40%
NETg	C Programming - Part 3	C,L,W	13202	40%
NETg	C Programming - Part 4	C,L,W	13203	40%
		C,L,W	13204	40%
NETg	C# Programming for the MS.NET Platform Part 1	C,L,W	72711*	40%
NETg	C# Programming for the MS.NET Platform Part 2	C,L,W	72712*	40%
NETg	C# Programming for the MS.NET Platform Part 3	C,L,W	72713*	40%
NETg	C# Programming for the MS.NET Platform Part 4	C,L,W	72714*	40%
NETg	C# Programming for the	C,L,W	72715*	40%
NETg	C++ Foundation for Non-C Programmers - Part 1	C,L,W	13209	40%
NETg	C++ Foundation for Non-C Programmers - Part 2	C,L,W	13210	40%
NETg	C++ Programming - Part 1	C,L,W	13205	40%
NETg	C++ Programming - Part 2	C,L,W	13206	40%
NETg	C++ Programming - Part 3	C,L,W	13207	40%
NETg	C++ Programming - Part 4	C,L,W	13208	40%
NETg	C++ Programming with the Microsoft MFC 4.0 Library - Part 1	C,L,W	70611	40%
NETg	C++ Programming with the Microsoft MFC 4.0 Library - Part 2	C,L,W	70612	40%
NETg	C++ Programming with the Microsoft MFC 4.0 Library - Part 3	C,L,W	70613	40%
NETg	CICS/ESA Programming Skills - Part 1	C,L,W	11947	40%
NETg	CICS/ESA: Programming Skills - Part 2	C,L,W	11949	40%
NETg	Cisco Building Multilayer Switched Networks Part 1: Campus Networks	C,L,W	20321	40%
NETg	Cisco Building Multilayer Switched Networks Part 2: VLANs	C,L,W	20322	40%
NETg	Cisco Building Multilayer Switched Networks Part 3: Multilayer Switching	C,L,W	20323	40%
NETg	Cisco Building Multilayer Switched Networks Part 4: HSRP and Multicast	C,L,W	20324	40%
NETg	Cisco Building Multilayer Switched Networks Part 5: Controlling Access	C,L,W	20325	40%

NETg	Cisco Building Scalable Networks Part 1 - Advanced Routing Principles	C,L,W	20411	40%
NETg	Cisco Building Scalable Networks Part 2 - OSPF	C,L,W	20412	40%
NETg	Cisco Building Scalable Networks Part 3 - EIGRP	C,L,W	20413	40%
NETg	Cisco Building Scalable Networks Part 4 - BGP	C,L,W	20414	40%
NETg	Cisco Building Scalable Networks Part 5 - Optimizing Routing	C,L,W	20415	40%
NETg	Cisco Designing Networks Part 1: Internetworking Analysis	C,L,W	20051	40%
NETg	Cisco Designing Networks Part 2: Designing a Network Structure	C,L,W	20052	40%
NETg	Cisco Designing Networks Part 3: Designing a Prototype	C,L,W	20053	40%
NETg	Cisco Installing and Maintaining Routers Part 1: Common Maintenance Tasks	C,L,W	20611	40%
NETg	Cisco Installing and Maintaining Routers Part 2: 2500, 3600, and 4000 Series	C,L,W	20612	40%
NETg	Cisco Installing and Maintaining Routers Part 3: 7000, 7200, and 7500 Series	C,L,W	20613	40%
NETg	Cisco Installing and Maintaining Routers Part 4: 12000 GSR Series and XS5032 Modules	C,L,W	20614	40%
NETg	Cisco Interconnecting Network Devices Part 1: Establishing Workgroups	C,L,W	20021	40%
NETg	Cisco Interconnecting Network Devices Part 2: Configuring Switches	C,L,W	20022	40%
NETg	Cisco Interconnecting Network Devices Part 3: Configuring Routers	C,L,W	20023	40%
NETg	Cisco Interconnecting Network Devices Part 4: Connecting to WANs	C,L,W	20024	40%

NETg	Cisco Internetwork Design Part 1: Internetwork and LAN Design	C,L,W	20351	40%
NETg	Cisco Internetwork Design Part 2: TCP/IP Network Design	C,L,W	20352	40%
NETg	Cisco Internetwork Design Part 3: Desktop Protocol Design	C,L,W	20353	40%
NETg	Cisco Internetwork Design Part 4: WAN Design	C,L,W	20354	40%
NETg	Cisco Internetwork Design Part 5: ATM Internetwork Design	C,L,W	20355	40%
NETg	Cisco Internetwork Troubleshooting - Part 1	C,L,W	20341	40%
NETg	Cisco Internetwork Troubleshooting - Part 2	C,L,W	20342	40%
NETg	Cisco Internetwork Troubleshooting - Part 3	C,L,W	20343	40%
NETg	Cisco Internetwork Troubleshooting - Part 4	C,L,W	20344	40%
NETg	Cisco Internetwork Troubleshooting - Part 5	C,L,W	20345	40%
NETg	CIW Dynamic Server Pages Part 1	C,L,W	87053	40%
NETg	CIW Dynamic Server Pages Part 2	C,L,W	87054	40%
NETg	CIW Dynamic Server Pages Part 3	C,L,W	87055	40%
NETg	CIW E-Commerce Designer Part 1: Foundations	C,L,W	87031	40%
NETg	CIW E-Commerce Designer Part 2: Product Marketing	C,L,W	87032	40%
NETg	CIW E-Commerce Designer Part 3: Site Usability	C,L,W	87033	40%
NETg	CIW E-Commerce Designer Part 4: Site Implementation	C,L,W	87034	40%
NETg	CIW E-Commerce Designer Part 5: Transaction Management	C,L,W	87035	40%
NETg	CIW Fundamentals of CGI Using Perl Part 1: CGI and Perl Basics	C,L,W	87051	40%
NETg	CIW Fundamentals of CGI Using Perl Part 2: Advanced Features	C,L,W	87052	40%
NETg	CIW Internetworking Professional Part 1	C,L,W	87006	40%
NETg	CIW Internetworking Professional Part 2	C,L,W	87007	40%

	CIW Internetworking Professional Part 3	C,L,W	87008	40%
NETg	CIW Internetworking Professional Part 4	C,L,W	87009	40%
NETg	CIW Internetworking Professional Part 5	C,L,W	87010	40%
NETg	CIW JavaScript Fundamentals Part 1	C,L,W	87044	40%
NETg	CIW JavaScript Fundamentals Part 2	C,L,W	87045	40%
NETg	CIW Perl Fundamentals Part 1: Basic Syntax	C,L,W	87041	40%
NETg	CIW Perl Fundamentals Part 2: Manipulating Scripts	C,L,W	87042	40%
NETg	CIW Perl Fundamentals Part 3: Best Practices	C,L,W	87043	40%
NETg	CIW Security Professional Part 1: Network Security Introduction	C,L,W	87011	40%
NETg	CIW Security Professional Part 2: Network Security and Firewalls	C,L,W	87012	40%
NETg	CIW Security Professional Part 3: Operating System Security	C,L,W	87013	40%
NETg	CIW Security Professional Part 4: Security Auditing and Attack Techniques	C,L,W	87014	40%
NETg	CIW Security Professional Part 5: Intrusion Detection and Threat Analysis	C,L,W	87015	40%
NETg	CIW Server Administrator Part 1: Configuring	C,L,W	87001	40%
NETg	CIW Server Administrator Part 2: User Management	C,L,W	87002	40%
NETg	CIW Server Administrator Part 3: Services	C,L,W	87003	40%
NETg	CIW Server Administrator Part 4: Servers	C,L,W	87004	40%
NETg	CIW Server Administrator Part 5: Integrity	C,L,W	87005	40%
NETg	CIW Site Designer Part 1: Web Design Concepts and Site Development	C,L,W	87021	40%
NETg	CIW Site Designer Part 2: Basic Web Technologies	C,L,W	87022	40%
NETg	CIW Site Designer Part 3: Using FrontPage, Dreamweaver and HomeSite	C,L,W	87023	40%

NETg	CIW Site Designer Part 4: Using Paint Shop Pro, Flash, JavaScript and DHTML	C,L,W	87024	
NETg	CIW Site Designer Part 5: Advanced Web Technologies and Web Site Publishing	C,L,W	87025	40%
NETg	Client/Server Analysis & Design - Part 1	C,L,W	12283	40%
NETg	Client/Server Analysis & Design - Part 2	C,L,W	12296	40%
NETg	Client/Server Concepts	C,L,W	11953	40%
NETg	COM Fundamentals	C,L,W	71231	40%
NETg	Commerce Solutions with Microsoft Site Server 3.0 - Part 1	C,L,W	72508	40%
NETg	Commerce Solutions with Microsoft Site Server 3.0 - Part 2	C,L,W	72509	40%
NETg	CORBA Design and Implementation	C,L,W	85182	40%
NETg	CORBA Fundamentals	C,L,W	85181	40%
NETg	Creating and Configuring a Web Server Using Microsoft IIS 3.0 - Part 1	C,L,W	71481	40%
NETg	Creating and Configuring a Web Server Using Microsoft IIS 3.0 - Part 2	C,L,W	71482	40%
NETg	Creating and Configuring a Web Server Using Microsoft IIS 3.0 - Part 3	C,L,W	71483	40%
NETg	Creating and Configuring a Web Server Using Microsoft IIS 4.0 - Part 1	C,L,W	72480	40%
NETg	Creating and Configuring a Web Server Using Microsoft IIS 4.0 - Part 2	C,L,W	72481	40%
NETg	Creating and Configuring a Web Server Using Microsoft IIS 4.0 - Part 3	C,L,W	72482	40%
NETg	Creating and Configuring a Web Server Using Microsoft IIS 4.0 - Part 4	C,L,W	72483	40%
NETg	Creating Database Solutions with ServerSide JavaScript - Part 1	C,L,W	85623	40%
NETg	Creating Database Solutions with ServerSide JavaScript - Part 2	C,L,W	85624	40%

NETg	Data Modeling: Create Basic Models	C,L,W	60021	40%
NETg	Data Modeling: Develop Depth to Your Models	C,L,W	60022	40%
NETg	Data Warehousing Fundamentals Part 1: Designing and Planning	C,L,W	60052	40%
NETg	Data Warehousing Fundamentals Part 2: Building and Deploying	C,L,W	60053	40%
NETg	Database Technologies Part 1: Relational Database Fundamentals	C,L,W	13494	40%
NETg	Database Technologies Part 2: Introduction to SQL	C,L,W	13495	40%
NETg	DB2 Operating Techniques	C,L,W	12328	40%
NETg	DB2 Utilities: Ensuring Database Integrity	C,L,W	12065	40%
NETg	DB2/SQL: Programming in CICS Interface	C,L,W	12302	40%
NETg	DB2/SQL: Application Programming	C,L,W	12018	40%
NETg	DB2: Concepts And Facilities	C,L,W	12016	40%
NETg	Designer/2000 R2: Modeling Object Types	C,L,W	60421	40%
NETg	Designing and Implementing Desktop Applications with Microsoft Visual Basic 6.0 - Part 1	C,L,W	72590	40%
NETg	Designing and Implementing Desktop Applications with Microsoft Visual Basic 6.0 - Part 2	C,L,W	72591	40%
NETg	Designing and Implementing Desktop Applications with Microsoft Visual Basic 6.0 - Part 3	C,L,W	72592	40%
NETg	Designing and Implementing Desktop Applications with Microsoft Visual Basic 6.0 - Part 4	C,L,W	72593	40%
NETg	Designing and Implementing Desktop Applications with Microsoft Visual Basic 6.0 - Part 5	C,L,W	72594	40%
NETg	Designing and Implementing Distributed Applications with Microsoft Visual Basic 6.0 - Part 1	C,L,W	72595	40%

NETg	Designing and Implementing Distributed Applications with Microsoft Visual Basic 6.0 - Part 2	C,L,W	72596	40%
NETg	Designing and Implementing Distributed Applications with Microsoft Visual Basic 6.0 - Part 3	C,L,W	72597	40%
NETg	Designing and Implementing Distributed Applications with Microsoft Visual Basic 6.0 - Part 4	C,L,W	72598	40%
NETg	Designing and Implementing Distributed Applications with Microsoft Visual Basic 6.0 - Part 5	C,L,W	72599	40%
NETg	Designing and Implementing Web Sites with Microsoft FrontPage 98 - Part 1	C,L,W	72501	40%
NETg	Designing and Implementing Web Sites with Microsoft FrontPage 98 - Part 2	C,L,W	72502	40%
NETg	Designing and Implementing Web Sites with Microsoft FrontPage 98 - Part 3	C,L,W	72503	40%
NETg	Designing Component Solutions - Part 1	C,L,W	72214	40%
NETg	Designing Component Solutions - Part 2	C,L,W	72215	40%
NETg	Designing Effective User Interfaces for Web Applications - Part 1	C,L,W	85631	40%
NETg	Designing Effective User Interfaces for Web Applications - Part 2	C,L,W	85632	40%
NETg	Developing Lotus Notes R4 Multi-Database Applications - Part 1	C,L,W	12306	40%
NETg	Developing Lotus Notes R4 Multi-Database Applications - Part 2	C,L,W	12307	40%
NETg	Directory Integrqtion Using DirXML Part 1	C,L,W	82721	40%
NETg	Directory Integrqtion Using DirXML Part 2	C,L,W	82722	40%
NETg	Directory Integrqtion Using DirXML Part 3	C,L,W	82723	40%
NETg	Directory Integrqtion Using DirXML Part 4	C,L,W	82724	40%
NETg	Directory Technologies Part 1	C,L,W	82711	40%

	Directory Technologies Part 2	C,L,W	82712	40%
NETg	Directory Technologies Part 3	C,L,W	82713	40%
NETg	Distributed Application Design and Development using Microsoft Visual Studio 6.0 - Part 1	C,L,W	72217	40%
NETg	Distributed Application Design and Development using Microsoft Visual Studio 6.0 - Part 2	C,L,W	72218	40%
NETg	Distributed Application Design and Development using Microsoft Visual Studio 6.0 - Part 3	C,L,W	72219	40%
NETg	Dynamic HTML - Part 1	C,L,W	85111	40%
NETg	Dynamic HTML - Part 2	C,L,W	85112	40%
NETg	e-Business Part 1: Facing the	C,L,W	13782	40%
NETg	e-Business Part 2: Building th	C,L,W	13783	40%
NETg	e-Business Part 3: Choosing	C,L,W	13784	40%
NETg	e-Business Part 4: Securing Y	C,L,W	13785	40%
NETg	e-Business Part 5: Understan	C,L,W	13786	40%
NETg	e-Business Part 6: Working w	C,L,W	13787	40%
NETg	e-Business Part 7: Satisfying	C,L,W	13788	40%
NETg	e-Business Part 8: Supply Chain Management and e-Procurement	C,L,W	13789	40%
NETg	e-Commerce Implementation	C,L,W	13186	40%
NETg	e-Commerce Security	C,L,W	13185	40%
NETg	Enterprise JavaBeans Part 1: Introduction and Architecture	C,L,W	86011	40%
NETg	Enterprise JavaBeans Part 2: Implementing Session and Entity Beans	C,L,W	86012	40%
NETg	Enterprise JavaBeans Part 3: Transactions and Security	C,L,W	86013	40%
NETg	Ethernet Part 1: Ethernet Fundamentals	C,L,W	13927	40%
NETg	Ethernet Part 2: Ethernet Bridging and Switching	C,L,W	13928	40%
NETg	Ethernet Part 3: Fast Ethernet, Gigabit and 10 Gig	C,L,W	13929	40%
NETg	Evaluating e-Commerce Optio	C,L,W	13184	40%
NETg	GUI Design for Microsoft Windows 95 and Windows NT 4.0 - Part 1	C,L,W	70221	40%

NETg	GUI Design for Microsoft Windows 95 and Windows NT 4.0 - Part 2	C,L,W	70222	40%
NETg	High Speed Technologies Part 1: Overview	C,L,W	12901	40%
NETg	High Speed Technologies Part 2: B-ISDN	C,L,W	12902	40%
NETg	High Speed Technologies Part 3: ATM	C,L,W	12903	40%
NETg	High Speed Technologies Part 4: Frame Relay	C,L,W	12904	40%
NETg	High Speed Technologies Part 5: SONET/SDH	C,L,W	12905	40%
NETg	HP-UX Part 1: Basic Administration	C,L,W	13638	40%
NETg	HP-UX Part 2: Network Administration	C,L,W	13639	40%
NETg	HTML 4.0 Advanced Topics	C,L,W	12823	40%
NETg	HTML 4.0 Fundamentals	C,L,W	12822	40%
NETg	HTML 4.01: Part 1 Fundamentals	C,L,W	86041	40%
NETg	HTML 4.01: Part 2 Advanced Topics	C,L,W	86042	40%
NETg	IBM COBOL for MVS & VM Programming Techniques	C,L,W	11955	40%
NETg	IBM COBOL for MVS & VM: Coding Fundamentals	C,L,W	11954	40%
NETg	IBM COBOL for MVS & VM: Interactive Debugging	C,L,W	11980	40%
NETg	IBM COBOL for MVS & VM: Report Programs Calculations and Conditions	C,L,W	12009	40%
NETg	IBM DB2 Universal Database V6.1 Administration	C,L,W	13432	40%
NETg	IBM DB2 Universal Database V6.1 Application Development	C,L,W	13433	40%
NETg	IBM DB2 Universal Database V6.1 Fundamentals	C,L,W	13431	40%
NETg	IBM DB2 Universal Database V7.1 Transistion pt 1 Core Competencies	C,L,W	13434	40%
NETg	IBM DB2 Universal Database V7.1 Transition pt 2 Business Intelligence	C,L,W	13435	40%
NETg	IBM/AIX Part 1: Basic Administration	C,L,W	13636	40%
NETg	IBM/AIX Part 2: Network Administration	C,L,W	13637	40%

NETg	Implementing Directory Services in Microsoft Windows NT Server 4.0	C,L,W	71414	40%
NETg	Implementing Microsoft Internet Explorer 4.0 - Part 1	C,L,W	72490	40%
NETg	Implementing Microsoft Internet Explorer 4.0 - Part 2	C,L,W	72491	40%
NETg	Implementing Microsoft Internet Explorer 4.0 - Part 3	C,L,W	72492	40%
NETg	Implementing Microsoft Site Server 3.0 - Part 1	C,L,W	72505	40%
NETg	Implementing Microsoft Site Server 3.0 - Part 2	C,L,W	72506	40%
NETg	Implementing Microsoft Site Server 3.0 - Part 3	C,L,W	72507	40%
NETg	Implementing Web Applications with Database Connectivity - Part 1	C,L,W	85621	40%
NETg	Implementing Web Applications with Database Connectivity - Part 2	C,L,W	85622	40%
NETg	I-NET Part 1	C,L,W	14186	40%
NETg	I-NET Part 2	C,L,W	14187	40%
NETg	I-NET Part 3	C,L,W	14188	40%
NETg	I-NET Part 4	C,L,W	14189	40%
NETg	i-Net+ Part 1: Internet, Networking, and Protocols	C,L,W	13591	40%
NETg	i-Net+ Part 2: Internet Servers and Clients	C,L,W	13592	40%
NETg	i-Net+ Part 3: Internet Site Design and Development	C,L,W	13593	40%
NETg	i-Net+ Part 4: Internet Security and Business Concepts	C,L,W	13594	40%
NETg	Installing and Configuring Microsoft Windows NT Server 4.0 in the Enterprise Environment - Part 1	C,L,W	71419	40%
NETg	Installing and Configuring Microsoft Windows NT Server 4.0 in the Enterprise Environment - Part 2	C,L,W	71420	40%
NETg	Intermediate C++ Programming with the Microsoft MFC 4.0 Library - Part 1	C,L,W	70614	40%

NETg	Intermediate C++ Programming with the Microsoft MFC 4.0 Library - Part 2	C,L,W	70615	
NETg	Internetworking Microsoft TCP/IP on Microsoft Windows NT 4.0 - Part 1	C,L,W	71435	40%
NETg	Internetworking Microsoft TCP/IP on Microsoft Windows NT 4.0 - Part 2	C,L,W	71436	40%
NETg	Internetworking Microsoft TCP/IP on Microsoft Windows NT 4.0 - Part 3	C,L,W	71437	40%
NETg	Internetworking Microsoft TCP/IP on Microsoft Windows NT 4.0 - Part 4	C,L,W	71438	40%
NETg	Internetworking Technologies Part 1	C,L,W	20011	40%
NETg	Internetworking Technologies Part 2	C,L,W	20012	40%
NETg	Internetworking Technologies Part 3	C,L,W	20013	40%
NETg	Internetworking Technologies Part 4	C,L,W	20014	40%
NETg	IntranetWare: Novell NetWare 4.11 Administration - Part 1	C,L,W	81301	40%
NETg	IntranetWare: Novell NetWare 4.11 Administration - Part 2	C,L,W	81302	40%
NETg	IntranetWare: Novell NetWare 4.11 Administration - Part 3	C,L,W	81303	40%
NETg	IntranetWare: Novell NetWare 4.11 Advanced Administration - Part 1	C,L,W	81311	40%
NETg	IntranetWare: Novell NetWare 4.11 Advanced Administration - Part 2	C,L,W	81312	40%
NETg	IntranetWare: Novell NetWare 4.11 Advanced Administration - Part 3	C,L,W	81313	40%
NETg	IntranetWare: Novell NetWare 4.11 Installation and Configuration - Part 1	C,L,W	81401	40%
NETg	IntranetWare: Novell NetWare 4.11 Installation and Configuration - Part 2	C,L,W	81402	40%
NETg	Introduction to ASP.NET Part 1	C,L,W	73227	40%
				40%

	Introduction to ASP.NET Part 2	C,L,W	73228	40%
NETg	Introduction to Data Warehousing	C,L,W	60051	40%
NETg	Introduction to e-Commerce	C,L,W	13183	40%
NETg	Introduction to NetScape Servers	C,L,W	85511	40%
NETg	ISPF V4 Display and Edit Datasets	C,L,W	12752	40%
NETg	ISPF/PDF - Display and Edit Datasets	C,L,W	12228	40%
NETg	ISPF/PDF: Maintain Datasets	C,L,W	12231	40%
NETg	Java 2 Enterprise Connectivity Part 1: Architecture and Client Development	C,L,W	86021	40%
NETg	Java 2 Enterprise Connectivity Part 2: Java Server Pages and Servlets	C,L,W	86022	40%
NETg	Java 2 Enterprise Connectivity Part 3: RMI and JDBC	C,L,W	86023	40%
NETg	Java 2 Enterprise Connectivity Part 4: EJB Architecture, Session Beans, and Security	C,L,W	86024	40%
NETg	Java 2 Enterprise Connectivity Part 5: Entity Beans, EJB Transactions and Deployment	C,L,W	86025	40%
NETg	Java 2 Programming Part 1: The Java Language	C,L,W	86001*	40%
NETg	Java 2 Programming Part 2: Objects and Classes	C,L,W	86002*	40%
NETg	Java 2 Programming Part 3: Core Language APIs, Threads, and Exceptions	C,L,W	86003*	40%
NETg	Java 2 Programming Part 4: Building and Managing GUIs	C,L,W	86004*	40%
NETg	Java 2 Programming Part 5: Streams and Networking	C,L,W	86005*	40%
NETg	Java Servlets Part 1: Introduction, Life Cycle and JSP	C,L,W	86016	40%
NETg	Java Servlets Part 2: Creating Servlets	C,L,W	86017	40%

NETg	Java Servlets Part 3: Databases, Chaining, Security, Applets and Beans	C,L,W	86018	40%
NETg	JDBC Application Development Part 1: Introduction and Architecture	C,L,W	86006	40%
NETg	JDBC Application Development Part 2: Creating Database Programs	C,L,W	86007	40%
NETg	JDBC Application Development Part 3: Advanced Features, OOAD and SQLJ	C,L,W	86008	40%
NETg	JDBC Application Development Part 4: The 2.0 Core and Optional APIs	C,L,W	86009	40%
NETg	JES2 Operations	C,L,W	12325	40%
NETg	LAN/WAN Integration	C,L,W	12186	40%
NETg	LAN/WAN Integration	C,L,W	14016	40%
NETg	Linux Administration Part 1: Installation and Administration	C,L,W	13615	40%
NETg	Linux Administration Part 2: Hardware and Programming	C,L,W	13616	40%
NETg	Linux Administration Part 3: Networking and Security	C,L,W	13617	40%
NETg	Linux Part 1: User Fundamentals	C,L,W	13613	40%
NETg	Linux Part 2: Advanced Topics for Users	C,L,W	13614	40%
NETg	Linux Red Hat Advanced System Administration Part 1: Planning and Basic Installation	C,L,W	13618*	40%
NETg	Linux Red Hat Advanced System Administration Part 2: Advanced Installation and Basic Configuration	C,L,W	13619*	40%
NETg	Linux Red Hat Advanced System Administration Part 3: User Administration and X Windows	C,L,W	13620*	40%
NETg	Linux Red Hat Advanced System Administration Part 4: Network Management and Services	C,L,W	13621*	40%

NETg	Linux Red Hat Advanced System Administration Part 5: Security and Operational Administration	13622*	40%
NETg	Linux Technology Overview Part 1: Technical and Business Considerations	13611	40%
NETg	Linux Technology Overview Part 2: Features for Users	13612	40%
NETg	Lotus Domino R5 Development Part 1: Basic Concepts	13403	40%
NETg	Lotus Domino R5 Development Part 2: Application Development Fundamentals	13404	40%
NETg	Lotus Domino R5 Development Part 3: Creating User Interfaces	13405	40%
NETg	Lotus Domino R5 Development Part 4: Making Your Application Run	13406	40%
NETg	Lotus Domino R5 Development Part 5: Advanced Application Development	13407	40%
NETg	Lotus Domino R5 Development Part 6: Developing Applications for Web Clients	13408	40%
NETg	Lotus Domino R5 Development Part 7: Developing Applications for the Notes R5	13409	40%
NETg	Lotus Domino R5 Development Part 8: Application Architecture	13410	40%
NETg	Lotus Domino R5 Development Part 9: Web Site Design	13411	40%
NETg	Lotus Domino R5 System Administration Part 1: Planning a Notes/Domino Infrastructure	13420	40%
NETg	Lotus Domino R5 System Administration Part 10: Monitoring a Notes/Domino Environment	13429	40%

Note: The "C,L,W" value appears in the column between the course title and the course number for each row.

NETg	Lotus Domino R5 System Administration Part 2: Replication and Mail Routing Basics and Strategies	C,L,W	13421	40%
NETg	Lotus Domino R5 System Administration Part 3: Server Setup and Configuration	C,L,W	13422	40%
NETg	Lotus Domino R5 System Administration Part 4: User Setup and Configuration	C,L,W	13423	40%
NETg	Lotus Domino R5 System Administration Part 5: Advanced Notes Mail Routing	C,L,W	13424	40%
NETg	Lotus Domino R5 System Administration Part 6: Advanced Internet Mail Routing	C,L,W	13425	40%
NETg	Lotus Domino R5 System Administration Part 7: Security Planning and Implementation	C,L,W	13426	40%
NETg	Lotus Domino R5 System Administration Part 8: Internet Connectivity & Security	C,L,W	13427	40%
NETg	Lotus Domino R5 System Administration Part 9: Managing a Notes/Domino Environment	C,L,W	13428	40%
NETg	Lotus Domino R5: Configuring and Optimizing the Environment	C,L,W	13401	40%
NETg	Lotus Domino R5: Migrating from R4.x	C,L,W	13400	40%
NETg	Lotus Notes R4 LotusScript Programming	C,L,W	12685	40%
NETg	Lotus Notes R4 Object Model	C,L,W	12686	40%
NETg	Lotus Notes R4 Single Database Applications - Creating a Basic Notes Application	C,L,W	12304	40%
NETg	Lotus Notes R4 Single Database Applications - Forms, Views, Security & Advanced Features	C,L,W	12305	40%

NETg	Lotus Notes R4 System Administration - Implementation, Security and Basic Troubleshooting	C,L,W	12310	40%
NETg	Lotus Notes R4 System Administration - Replication, Server Administration and Advanced Troubleshooting	C,L,W	12311	40%
NETg	Macromedia Dreamweaver 4	C,L,W	13887	40%
NETg	Macromedia Dreamweaver UltraDev 4	C,L,W	13888	40%
NETg	Macromedia Flash 5	C,L,W	13886	40%
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NETg	Oracle Reports: Enhancing Reports	C,L,W	62222	40%
NETg	Oracle Reports: Report Fundamentals	C,L,W	62221	40%
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NETg	Oracle SQL Specifics: Creating and Managing Database Objects	C,L,W	60117	40%
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NETg	Oracle8 Database Administration - Manage Data Storage	C,L,W	61314	40%
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NETg Additional Services

		ID Number	User Level	Discounted Contract Price
NETg	SkillVantage Manager Rev. 2.3.5 /Web SVM 2.4.4.9	11693 / 13248		
NETg	SkillVantage Manager Rev. 2.3.5 /Web SVM 2.4.4.9	11693 / 13248	up to 1,000	$ 3,000.00
NETg	SkillVantage Manager Rev. 2.3.5 /Web SVM 2.4.4.9	11693 / 13248	up to 10,000	$ 6,000.00
NETg	SkillVantage Manager Rev. 2.3.5 /Web SVM 2.4.4.9	11693 / 13248	Enterprise	$ 12,000.00
NETg	NLO+		w/ 3yr subs.	NO Charge
NETg	NLO+	18005	1-499	$ 3,600.00
NETg	NLO+	18005	500-999	$ 4,800.00
NETg	NLO+	18005	1000-4999	$ 6,000.00
NETg	XtremeLearning NETg Web Hosting Service	18005	5000-9999	$ 9,000.00
NETg			all levels	$ 7,500.00

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MARKET BASKET OF COURSE OFFERINGS and LISTING Spreadsheet:

Award will be based upon the Evaluated Cost (EC) which is the sum total of costs for the "Market Basket" of courses provided.

Multiple awards up to 5 may be made. Award will consist of the *entire* catalog of courses available from each selected bidder.

INSTRUCTIONS:	On the following two worksheets, (Professional Development and Desktop Apps...) enter your firm's data per the following instructions:
	(On the LISTING worksheet, enter all courses/products/services offered.)
NOTE:	*Sample data, shown in red font color, has been inserted as a guide on each sheet.*

Enter your firm's name in the "COMPANY NAME" column.

Enter your firm's course data that most closely matches the provided titles.

Enter the course Delivery Medium, License and ID number or part number, as appropriate.

Enter your firm's bid price in the "BID PRICE" column. (NOTE: All prices must include IFA.)

Enter the Publisher's purchase price in the "Index Price" column. (Discount column is calculated from the Bid Price and Index Price)

Enter the Publisher's Index Document or website URL in the "INDEX Price Document/URL" column (where the published price for the course can always be found).

NOTE:	The following are **mandatory** requirements for all course offerings, both those provided in the "Market Basket" list and those offered in your firm's LISTING Spreadsheet of all courses/products/services.

Delivery Mediums -	>>>>	CD-ROM based Delivery
		LAN based Delivery
		WEB based Delivery
		Single User liscense
		2 to 25 User license
		100 User liscense
Course Features -	>>>>	Skill Assessments
		HELP Feature
		Bookmarking
		30 Day Preview

		200122 Administration features (registration, tracking & reporting)	
	Minimum Number of course offerings per category:		
	Professional Development	350	
	Desktop Applications	200	
	All pricing must include IFA.		

	A	B	C	D	E	F	G
1	PRICING SPREADSHEET	Requested Course Title	Delivery Medium	Course ID #	Bid Price	DISCOUNT	Index Price
2	COMPANY NAME		and License	(List all available courses in this category including level and version.)		%	(Enter the price found on the OEM's Index document/URL)
3	sample data>>>	Object Oriented Programming	1 user, CD-ROM	pd-101	$ 77.00	23.00	$ 100.00
4	sample data>>>	Visual Basic 6.0 coding	5 user, CD-ROM	pd-105	$ 150.00	25.00	$ 200.00
5							
6		Professional Development Market Basket Courses (15 courses)					
7		Enter the number of courses in your Professional Development library.			712		
8	NOTE: All pricing must include IFA.						
9	1A	TCP/IP Fundamentals	single user delivered on CD-ROM	12771	$ 89.97	40.00%	$ 149.95
10	1B	TCP/IP Fundamentals	2 to 25 users delivered LAN Based	12771	$ 51.24	40.00%	$ 85.40
11	1C	TCP/IP Fundamentals	100 user delivered WEB Based	12771	$ 25.62	40.00%	$ 42.70
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13	2B	Intro to Visual Basic 6.0	2 to 25 users delivered LAN Based	72590	$ 51.24	40.00%	$ 85.40
14	2C	Intro to Visual Basic 6.0	100 user delivered WEB Based	72590	$ 25.62	40.00%	$ 42.70
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NETg	Microsoft Windows 2000 Professional Advanced User	C,L,W	72007
NETg	Microsoft Internet Explorer 4.0 Fundamentals	C,L,W	72016
NETg	Microsoft Word 2000 Fundamentals	C,L,W	72020
NETg	Microsoft Word 2000 Proficient User	C,L,W	72021
NETg	Microsoft Word 2000 Expert User	C,L,W	72022
NETg	Microsoft Excel 2000 Fundamentals	C,L,W	72030
NETg	Microsoft Excel 2000 Proficient User	C,L,W	72031
NETg	Microsoft Excel 2000 Expert User	C,L,W	72032
NETg	Microsoft PowerPoint 2000 Proficient User	C,L,W	72041
NETg	Microsoft Powerpoint 2000 Expert User	C,L,W	72042

NETg	Microsoft Access 2000 Fundamentals	C,L,W	72050
NETg	Microsoft Access 2000 Proficient User	C,L,W	72051
NETg	Microsoft Access 2000 Expert User	C,L,W	72052
NETg	Microsoft Visio 2000	C,L,W	72060
NETg	Microsoft Outlook 98 Fundamentals	C,L,W	72070
NETg	Microsoft Outlook 98 Proficient User	C,L,W	72071
NETg	Microsoft Outlook 98 Expert User	C,L,W	72072
NETg	Microsoft Project 2000 Fundamentals	C,L,W	72080
NETg	Microsoft Project 2000 Proficient User	C,L,W	72081
NETg	Microsoft Office 2000 Web Integration	C,L,W	72091
NETg	Microsoft FrontPage 98 Proficient User	C,L,W	72101
NETg	Microsoft FrontPage 98 Expert User	C,L,W	72102
NETg	Microsoft Internet Explorer 5.0 User Fundamentals	C,L,W	73016
NETg	Microsoft Outlook 2000 Fundamentals	C,L,W	73070
NETg	Microsoft Outlook 2000 Proficient User	C,L,W	73071
NETg	Microsoft Outlook 2000 Expert User	C,L,W	73072
NETg	Microsoft Frontpage 2000 Proficient User	C,L,W	73101
NETg	Microsoft Frontpage 2000 Expert User	C,L,W	73102
NETg	Microsoft Office XP: Collaborative Solutions Part 1	C,L,W	74101
NETg	Microsoft Office XP: Collaborative Solutions Part 2	C,L,W	74102
NETg	Novell NetWare User Fundamentals	C,L,W	80011
NETg	Novell GroupWise 4 Fundamentals	C,L,W	80061
NETg	Novell NetWare 5.0 User Fundamentals	C,L,W	81011
NETg	Novell GroupWise 5 User Fundamentals	C,L,W	81061
NETg	Novell GroupWise 5.5 User Fundamentals	C,L,W	82061

NETg	Introduction to the Internet and World Wide Web	C,L,W	85101
NETg	Netscape 6 User Fundamentals	C,L,W	85102
NETg	ICDL/ECDL Curriculum Bundle Syllabus 3	C,L,W	13596D
NETg	Microsoft Office XP: New Features Part 1: Overview, Word, Excel and PowerPoint	C,L,W	74010
NETg	Microsoft Office XP: New Features Part 2: Access, Outlook and FrontPage	C,L,W	74011
NETg	Microsoft Word 2002 Fundamentals	C,L,W	74020
NETg	Microsoft Word 2002 Proficient User	C,L,W	74021
NETg	Microsoft Word 2002 Expert User	C,L,W	74022
NETg	Microsoft Excel 2002 Fundamentals	C,L,W	74030
NETg	Microsoft Excel 2002 Proficient User	C,L,W	74031
NETg	Microsoft Excel 2002 Expert User	C,L,W	74032
NETg	Microsoft PowerPoint 2002 Proficient User	C,L,W	74041
NETg	Microsoft PowerPoint 2002 Expert User	C,L,W	74042
NETg	Microsoft Access 2002 Fundamenals	C,L,W	74050
NETg	Microsoft Access 2002 Proficient User	C,L,W	74051
NETg	Microsoft Access 2002 Expert User	C,L,W	74052
NETg	Microsoft Outlook 2002 Fundamentals	C,L,W	74070
NETg	Microsoft Outlook 2002 Proficient User	C,L,W	74071
NETg	Microsoft Outlook 2002 Expert User	C,L,W	74072
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NETg	Microsoft FrontPage 2002 Expert User	C,L,W	74092
NETg	ICDL/ECDL Curriculum Bundle Syllabus 3	C,L,W	E13596D
NETg	ICDL/ECDL Curriculum Bundle Syllabus 3 for Office 97	C,L,W	E13920D

NETg	Individual Training for DOS 6.21	C,L,W	11617
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NETg	Individual Training for WordPerfect 8 for Windows	C,L,W	13016
NETg	Individual Training for WordPerfect 9 for Windows	C,L,W	13836
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SAP/NETg	SAP R/3 3.0: HR Personnel Administration/ Time Management	C,L,W	12282
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SAP/NETg	SAP R/3 3.0:PP Production Planning - Overview	C,L,W	12287
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SAP/NETg	SAP R/3 ABAP/4 Report Programming - Overview	C,L,W	12866
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SAP/NETg	SAP R/3 4.0: Warehouse Management Overview	C,L,W	13052
SAP/NETg	SAP R3 4.0: Retail- Organisational Structures and Master Data	C,L,W	13053
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SAP/NETg	SAP R/3 3.0: Information Systems with FI	C,L,W	13059
SAP/NETg	SAP R/3 CO Cost Object Controlling	C,L,W	13060
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SAP/NETg	Der Euro und SAP R/3 *	C,L,W	13089
SAP/NETg	SAP R/3 SD Overview and Master Data	C,L,W	13135
SAP/NETg	SAP R/3 SD Sales and Shipment	C,L,W	13136
SAP/NETg	SAP R/3 System Management: System Administration *	C,L,W	13166
SAP/NETg	SAP R/3 System Management: Advanced Administration & CCMS *	C,L,W	13167
SAP/NETg	SAP R/3 SD Order Processing - Rel 4.x	C,L,W	13168

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SAP/NETg	Product Development with SAP R/3 PDM	C,L,W	13173
SAP/NETg	SAP R/3 MM Purchasing: Organization and Master Data	C,L,W	13174
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SAP/NETg	SAP R/3 FI Accounts Receivable / Accounts Payable: Organization, Master Records and Posting	C,L,W	13176
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SAP/NETg	SAP R/3 MM Inventory Management - Rel 4.x	C,L,W	13178
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SAP/NETg	SAP R/3 PP Production Planning and SOP	C,L,W	13489
SAP/NETg	SAP R/3 PP Program Planning MP and MRP	C,L,W	13490
SAP/NETg	SAP R/3 PP Production Order	C,L,W	13491
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SAP/NETg	SAP R/3 4.6 Financial Accountant	C,L,W	13833
SAP/NETg	SAP R/3 4.6 Cost Centre Accountant	C,L,W	13834
SAP/NETg	SAP R/3 4.6 SD Customer Service Representative	C,L,W	13835
SAP/NETg	Customer Relationship Management	C,L,W	13996

SAP/NETg	SAP R/3 Business Warehouse Configuration Overview	C,L,W	13997
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SAP/NETg	SAP Strategic Enterprise Management (SEM)	C,L,W	13999
SAP/NETg	SAP Advanced Planner & Optimizer (APO) - Overview	C,L,W	14000
SAP/NETg	mySAP.com Workplace Overview	C,L,W	14001

NETg Additional Services

		ID Number	User Level	Discounted Contract Price
NETg	SkillVantage Manager Rev. 2.3.5 /Web SVM 2.4.4.9	11693 / 13248	up to 1,000	$ 3,000.00
NETg	SkillVantage Manager Rev. 2.3.5 /Web SVM 2.4.4.9	11693 / 13248	up to 10,000	$ 6,000.00
NETg	SkillVantage Manager Rev. 2.3.5 /Web SVM 2.4.4.9	11693 / 13248	Enterprise	$ 12,000.00
NETg	SkillVantage Manager Rev. 2.3.5 /Web SVM 2.4.4.9	11693 / 13248	w/ 3yr subs.	NO Charge
NETg	NLO+	18005	1-499	$ 3,600.00
NETg	NLO+	18005	500-999	$ 4,800.00
NETg	NLO+	18005	1000-4999	$ 6,000.00
NETg	NLO+	18005	5000-9999	$ 9,000.00
NETg	XtremeLearning NETg Web Hosting Service		all levels	$ 7,500.00

NETg

Anytime, Anywhere Learning®

Give your company the competitive edge.

◆ Your staff needs to keep learning so that your company keeps growing. Now your staff can have supported, interactive learning wherever they are with the ultimate learning destination – XtremeLearning from NETg.

◆ What is XtremeLearning?

XtremeLearning is an online learning destination that gives your staff access to the very best multimedia training available, plus all the support and interaction they want, all at the touch of a button. It incorporates NETg's library of superior quality simulation-based courseware, combined with a range of value-added services including online mentoring service, for 24x7 advice and coaching, and a facility where students can share learning experiences.

XtremeLearning is a rich learning environment that your staff can access anytime, anywhere. Multimedia courses or technology-based training have provided the solution to many companies' growing training needs, but for some nothing beats the advice, support and interaction provided in a classroom environment.

XtremeLearning is a new way to train your staff that brings together the best of old and new training into one complete solution.

◆ Enriched Learning Experience

NETg is working with the premier mentoring provider KnowledgePool, to provide the ultimate learning experience for customers of *XtremeLearning* called "Ask the Expert". Learners can access round the clock support on a range of courses, a service that is particularly helpful for those wanting to gain certification. Your staff will be able to go into the mentoring area of the site, mid-course if necessary, and begin an immediate online conversation with an expert. A database of FAQs is also available containing hundreds of questions usually asked in the classroom. In short, your staff gets the classroom experience, at their desktops.

◆ Easy to Implement

With *XtremeLearning* you have no need to worry about the impact on your internal IT infrastructure. All courseware is hosted on NETg's own servers, ensuring that any company with an Internet connection can now offer online learning easily without the need to increase internal resources. You simply choose and purchase your library of NETg courses, and the license fee for *XtremeLearning*, and you will be up and running with cutting-edge online learning for all your staff in no time at all.

XtremeLearning can also be set up so it appears to be a part of your company's own intranet. NETg will work with you to brand it as your very own training site. Bandwidth is also not a problem with *XtremeLearning*. Even though all our courses are in-depth and highly interactive, they can be delivered easily over the Internet due to their unique design. They are based on the NETg Learning Object™ (NLO™) and are modular in structure, enabling speedy delivery with minimal bandwidth requirements.

24:07:360°

Xtreme learning™

Training targeted to your needs

The NETg Learning Object (NLO) structure delivers "bite-sized" pieces of training that also enable you to customize courses, by adding and removing content or mixing and matching objects from different courses to create tailored hybrid courses. NLOs also enable your staff to drill down and access a single piece of five-minute instruction online, to refresh their memory or help them problem solve. The NETg courses available on XtremeLearning include a full range of desktop IT and professional IT training. They include simulations and audio and have been proven to teach, so you can be sure that, whether it's a whole course or a five-minute object, your staff will learn what they need to, quickly and easily. Our courses also include pre-assessments to filter out the parts of the training that are not needed, ensuring your staff won't waste time going over old ground.
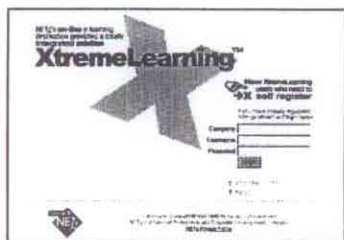
XtremeLearning Services

◆ *NETg Course Catalog* – search for the courses you need through the browsable NETg catalog with over 500 interactive IT, desktop, and professional development courses available.

◆ *Ask the Expert* – The combination of KnowledgePool's 24x7 online support with a NETg library of courses has been proven to effectively replace traditional Instructor-Led Training (ILT) while reducing training cost and saving significant amounts of time. In conjunction with NETg TBT products, Ask the Expert users have

access to a range of online services and means of communicating with other students and certified instructors ("e-structors"). At any time, students can go online for assistance in answering specific questions and for additional information and certification guidance before, during and after their NETg learning experience.

◆ *Community Center* – an electronic bulletin board reservoir of information pertaining to NETg courses. Community Center is client-driven, providing information that other users will find beneficial.

◆ *Reporting* – gain a real before -and- after picture of your staff 's training progress through *XtremeLearning's* reporting service, tracking staff usage and scores.

◆ *Innovation Center* – access the latest research and whitepapers about the training and IT industry. Email your thoughts on our courses and training directly to NETg's R&D department.

◆ *News* – keep up to date with the industry, NETg and your company news. "News" can be another area to educate your users of company specific information or as a general section that details news of the training and IT industries.

◆ *Branding* – make your *XtremeLearning* destination appear like an intranet by placing your company logo and company news within your site.

◆ *Hosting* – NETg manages and hosts your content. We are responsible for hardware, internal resources, and personnel providing you the opportunity to dedicate your time to developing training plans for your company.

> "XtremeLearning brings together the flexibility of technology-based training with the support and interaction of the classroom to create the ideal learning service for businesses"

Mike Harbon, EMEA, IT Training Consultant for AT&T

NETg

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++44 20 8994 4404

◆ www.netg.com

Targeted training like never before

◆ "We can now target our training like never before and ensure that our staff learns exactly what they need to take our business forward."

◆ What is NLO+?

NLO+ is a cutting-edge software tool that enables you to mix and match content from different NETg courses, add in your own content, or disable content that is irrelevant. This revolutionary new tool allows simple customization of NETg's leading off-the-shelf multimedia courses, enabling the creation of relevant, targeted and highly effective learning programs in a matter of minutes.

Using **NLO+**, you are able to create courses that are exactly what your team needs, with just the content they require, using NETg's vast library of content and supplemented with your company's own material. And most importantly, this kind of targeted learning can now be created very simply and very quickly.

You no longer have to choose between finding the time and money to create company-specific training from scratch or using inflexible off-the-shelf training – you now have the power to quickly and easily tailor TBT to meet your company's precise learning needs. You can use your staff's training time more effectively than ever before. providing learning whenever they need it, in digestible chunks, and covering exactly what they need to know.

◆ How does it work?

NETg courses are made up of NETg Learning Objects or NLOs™. NLOs are small, self-contained pieces of course content. Every NLO can exist independently and contains all the information required to learn a specific skill: a pre-assessment test, a training objective and a training activity. It is essentially a single topic. Using **NLO+**, managers are able to quickly and easily create new courses by choosing objects or topics from a number of NETg courses to create a hybrid course that contains all the different skills their workforce, department or team requires.

A simple drag-and-drop approach ensures targeted courses containing only relevant objects can be created by moving and clicking a mouse. The NLO course architecture is completely open and, using the powerful **NLO+** tool, you are also able to easily add in your own company content. You can create customized courses at the touch of a button.

You are no longer constrained by set courses that we decide upon. You now have access to a complete library of core content, and the flexibility to modify it, enhance it and make it your own.

24:07:360°

NLO+

◆ Why do I need it?

Like every organization, yours will face the issue of your staff being too busy to train, but needing essential IT and business skills. In the fast moving world of IT, weeks count and the right training has to be provided at the right time.

TBT has enabled companies to provide highly accessible training across corporate Intranets or LANs, but these courses can still be long and inflexible and only address the 'industry standard' skills and not the much-needed company-specific knowledge. You could develop your own technology-based training in-house, but this is time-consuming and expensive.

NLO+ gives you the core content that your staff needs in desktop computing and professional IT skills. It is quality content developed by a company with 30 years of experience in creating courses that are proven to teach. And now you have the ability to customize, target and use this high quality content to create your own courses.

You can ensure that teams about to embark on a new project can quickly be given a customized course, with a few hours of instruction covering exactly what they need to complete the project successfully. You can produce 30-minute refresher courses in popular desktop applications, or 10-hour induction programs, including content from several different NETg courses covering all the IT packages used in your company. You can also make this training completely relevant to your organization by adding in an example of a company template after the NETg object on

creating templates. You can create courses for your IT professionals that include details of your unique IT infrastructure or just the skills they need to support a new project or customer.

You now have the power to develop targeted and focused company-specific training that will ensure you have a highly skilled workforce that knows how to do business 'your' way. You can quickly and easily address productivity and knowledge issues within your company and ensure your staff constantly has the knowledge and skills to do the best job and ensure your company's success.

"NLO+ is a powerful tool that enables us to really maximize NETg's strong instructional content and make it relevant to anyone and everyone at Honeywell. We can now target our training like never before and ensure that our staff learns exactly what they need to take our business forward."

Bruce Mills, Honeywell

NETg

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Skill Builder®**DX**

July 2001

Skill Builder DX represents one of the most significant advances in NETg's portfolio of learning products and technologies. It provides a single course format, enabling a consistent and integrated learning experience, whether the user is taking a course directly from the CD, from a hard drive, from the LAN, within a corporate intranet, or over the Internet.

The Road to Skill Builder DX

Over the years, NETg has produced a variety of technologies designed to enable users to take training in the manner most suited to their needs. The traditional Skill Builder format enabled taking courses locally or from a LAN. Learning Object Download (LOD) then enabled a user to download portions of a course and take them at their leisure. InterNETg provided the first browser playable capabilities. Web Player 2 significantly improved those browser playable capabilities, adding audio and introducing the NETg Learning Object® (NLO) architecture. The flexibility provided by these options came at a cost, however. Each represented a unique course format with individual requirements. Skill Builder DX provides the best of a local, downloadable, or online learning experience combined into a single player and course architecture.

Skill Builder DX provides:

- Single, native 32-bit player across all delivery options
- On-demand Download and Learn
- Enhanced delivery of customized NLO content across all deployment options
- New Administration Utility and simplified learner installation

It also enables some great features such as:

- Improved, customizable user interface
- 800x600 player environment
- Enhanced topic search capabilities
- Built-in client-side integration with LMS
- Streamlined course development

It also carries forth tried and true NETg strengths such as:

- Full audio support across all courses
- Extensive control over user learning preferences
- Customized learning tracks, now called My Learning Track

Defining the FUTURE of LEARNING

Skill Builder DX Benefits

Single Player, Single Course

Skill Builder DX uses NETg Learning Objects (NLOs) as its source content, regardless of how the user is accessing the course. Therefore, only one version of a course is needed for all delivery options, compared to the multiple versions previously required to support multiple delivery options. This single course format means that a single learning environment is used across all delivery options. This one learning environment supports everything from taking a course locally (hard drive or CD), to taking a course off a LAN, to taking downloaded course components, to taking a course online (Intranet or Internet). Furthermore, this single learning environment supports not only predefined NETg courses, but client-created custom NLO+ courses as well.

	Course Format	Delivery Options
Skill Builder 6.x	JDB	Stand-alone, LAN
LOD	JDB	Downloadable
InterNETg 1.1	HTML	Online
Web Player 2	NLO	Online
Skill Builder DX	*NLO*	*All*

Speed to Market of Courses

The single course format simplifies the development and release process, as only one version/format of a course needs to be built. This reduces the amount of time it takes for a course to hit the streets once developed. It also enables faster course maintenance and update, as fixes and enhancements no longer need to propagate through multiple formats of a course.

Enhanced and Simplified Installation

The Skill Builder DX learning environment introduces a new Administration Utility tool to simplify the installation, setup, and removal of courses on a local area network (LAN), web server and even on a local workstation. With this tool, an Administrator can easily install multiple courses, create installation profiles to ease subsequent installations, set course preferences/configurations for all users (i.e., audio support, download limits, etc.), and maintain the online/LAN-based library with easy removal of courses.

For learners, a new installation program greatly simplifies the process of installing a course to a local hard drive or setting up a course for CD play. The learner no longer needs to click through questions about network drives and web servers, when all that's wanted is a quick local installation.

Key Features

Download & Learn

To enable the greatest level of flexibility for the learner, Skill Builder DX supports integrated download capabilities. Learners no longer need to decide ahead of time whether they want to take a course online or download components for offline learning. With Skill Builder DX courses, the user can begin a course online, and then at any time download desired sections of the course for continued learning offline. Since Skill Builder DX uses a single course format, the learner takes downloaded course components in exactly the same interface as when online. The user can download components directly from the course map, from a topic search, or from the personalized learning track. Usage data for downloaded components is tracked locally, and automatically uploaded to the LMS the next time the user is online.

Enhanced Topic Search

Skill Builder DX supports an enhanced targeted learning experience called **Fast Track to a Topic**. Fast Track to a Topic enables students to execute a keyword search within a course and quickly locate only those topics that address the specific subject of interest. Learners get to the training they want faster than ever, alleviating the need to scroll through the entire course structure or alphabetical list of topics.

Enhanced Start-up Options Page

When launching a course in the Skill Builder DX learning environment, the user is presented with a new Startup Options screen that gives quick and easy access to all of the key areas of the course. This includes starting the course, going straight to the Download and Learn option, accessing the Fast Track search option, using the tutorial, and taking a preassessment test.

Enhanced, Simplified, Customizable User Interface

Ongoing usability studies have led to a refined, user-friendly graphical user interface (GUI) that focuses on giving users the greatest speed and flexibility for accessing content. The design also supports a customized look and feel through the implementation of "skins". Users are able to choose from a handful of available skins to customize the look and feel of their learning environment.

Technical Specifications for Learners

Workstation Minimum Requirements	
RAM	64 MB
Disk Space	Approximately 34 MB per installed course (with audio)
Processor	486 DX2 with 66 MHz
OS(s)	Windows95 or higher
Browser(s) For online learning only	Microsoft Internet Explorer 4.01 and SP2 and above Netscape 4.06 and above When using a browser to access course content, the minimum systems requirements for the workstation must meet the minimum requirements of the browser being used.

Defining the **FUTURE** *of* **LEARNING**™

Elearning Proposal Prepared for

**Commonwealth of Virginia
Department of Information Technology**

Submitted by:

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◆ www.netg.com

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COMPANY HISTORY

NETg (National Education Training Group) is a global leader in the development and distribution of interactive multimedia training products. We are U.S. owned and operated and based in Naperville, Illinois. NETg has been using leading technology to provide training solutions to IT and business professionals since 1968.

As a result of being a recognized industry pacesetter for over 30 years, NETg has pioneered the utilization of instructional technology within all facets of the corporate marketplace. Every year NETg reinvests between 19-20% of its annual revenue in research and new product development. Our SkillBuilder™ development architecture has redefined the standard of excellence for technology-based training.

NETg has direct sales locations throughout the United States as well as direct sales agents and distributors in all major international markets. Today NETg serves more than 3,000 corporations and organizations worldwide. NETg's principle offices are located in Naperville, Illinois, London, England and Limerick, Ireland with other offices around the world.

In July 2001, NETg became an integral part of Thomson Learning's Corporate and Professional Development Group. Thomson Learning delivers innovative, tailored learning solutions for individuals, businesses, and academic institutions around the world. Annualized revenues of Thomson Learning will exceed $2 billion annually and, with the acquisition of select Harcourt businesses, Thomson Corporation's ongoing revenues will approach $8 billion.

NETg's current library, more than 1,200 courses, is one of the broadest, most current and in-depth libraries available from a single vendor. Areas of particular training emphasis include PC and business application software, client/server and networking, Internet/Intranet technologies, mainframe computing and management and professional development training. Our courses are localized to meet the cultural and language differences across the many countries in which they are used. Today, NETg courses are available in 12 languages.

NETg is first-to-market with courseware addressing critical new technologies. With the industry's largest "development factory" for creating high-quality, up-to-date courseware in the newest software releases, NETg introduces approximately 25 newly developed courses each month with another 7-10 courses converted monthly to localized versions! This capacity positions us to react quickly as key new technologies are introduced, and to construct training courses for you in time to meet your most urgent training requirements. We have development facilities in the United States and Limerick, Ireland.

The NETg mission statement addresses our core values and benefits. Please note that NETg leads its mission statement with a focus on customer results.

"To enable our clients to achieve maximum return on their investment in people and technology by delivering the highest quality, innovative learning products and services."

NETg's OVERALL APPROACH

Following are unique aspects to NETg that will help you better understand who we are and why we are the leading choice by more global companies for efficient, effective technology-based training products:

INSTRUCTIONAL DESIGN: Courseware whose core value is effective instructional design. Instructional integrity is achieved through application of the best instructional design practices that have been time-tested such as Mager's performance-based objectives, Merrill's component display theory, Bloom's taxonomy of educational objectives, Keller's ARCS principles and others. Our focus is to ensure that our courses teach and provide verification that learning has taken place by using rigorous assessments.

INTERACTIVE & ENGAGING COURSEWARE: Courseware that is interactive and keeps the user engaged, not only increasing the knowledge of the student but reinforcing it through simulations, exercises, and pop quizzes. Every 3 or 4 screens, the concept being taught will be reinforced with a hands-on simulation to verify that learning has taken place.

TEACHING SKILLS NOT JUST CONCEPTS: NETg Courseware teaches the skills necessary to improve job performance, not just concepts. Too many vendors emphasize the concepts that are necessary to grasp a subject or pass an exam, but fall short of helping the student to develop skills. Transfer of skills to the job is just as important as the fundamental understanding of a concept.

PRE & POST TESTING: Courseware that provides advanced testing methodologies. Courses that can, based on the results of a pretest, guide the learner to _only_ the portions of the course that they have not yet mastered. Courseware that validates that learning has taken place and that skills have been developed through the use of mastery tests. Using the approach of building 2-7 test questions per topic, a random selection of test questions and random presentation of potential answers, the user can take a test multiple times and not get the same test twice. This ensures that the content of the course has been learned and that users have not simply become "test smart". Over 65% of NETg's test questions are simulations that require the user to verify that they can perform a task.

MULTIPLE DELIVERY METHODS TO REACH THE STUDENT: NETg Courseware is delivered to your students regardless of the hardware platform or connectivity to the Intranet or LAN. NETg also does an excellent job of supporting remote users with no connectivity, all the while still tracking usage and assessment scores.

LEARNING MANAGEMENT TRACKING SYSTEM: NETg provides a tracking system that verifies your return on investment by allowing you to capture level 1 (surveys a.k.a. smile sheets) and level 2 (testing to verify that learning is achieved) feedback. A tracking system that allows you to capture information on who is using the courses and how effective they are in the learning process.

LEARNING OBJECTS: NETg announced its NETg Learning Object architecture, NLO, to the training industry in 1999. Once again, NETg is leading the market with innovation in training. While "learning objects" have been a part of our course architecture since 1994, NLOs will enable an unprecedented level of targeted technology-based training

delivery, much easier and more efficient delivery of courseware, and higher course quality and performance. All NETg courses will be built using NLOs, the first courses appearing this summer, and all courses migrating to the new format in the next year.

Following the above principles, NETg produces nearly 300 courses per year using our SkillBuilder™ engine - nearly one per day! The SkillBuilder™ engine provides us with both an architecture and methodology to produce courseware that utilizes the same easy-to-use interface. The SkillBuilder™ engine also tells our courseware designers exactly how to display the content, how to reinforce the learning and how to validate that learning has taken place. Once a student has learned how to navigate one course, they know how to use all NETg SkillBuilder™ courses.

Please visit our website at www.netg.com for white papers that fully explain the instructional design principles we follow, as well as mastery testing approaches.

In addition to creating the right courses with the highest instructional integrity, NETg is also the leading innovator in using the newest technologies to deploy courses to our customer's global workforces. The SkillBuilder™ engine allows us to produce courses for a variety of delivery vehicles. Because NETg's courses are so accessible, more of our customers' employees can use them and each person can use the courses more often - thus the value gained from NETg's products increases even more.

As the industry leader in technology-based instruction for three decades, NETg has consistently pioneered new training solutions that employ the highest standards of technology and instructional design.

Pricing

See attached Pricing Spreadsheet and Listing Spreadsheet

Other options available:
See attached Subscription Library Pricing Matrix located within the GSA Contract.

Clients with multiple users and courses will benefit from a Subscription Library Agreement.

Conclusion

NETg is pleased to have the opportunity to submit this information to you. It is an honor to make our services available to your organization. We believe NETg's understanding of your needs combined with the design, content depth, deployment capabilities and cost effectiveness of our products provide an overall solution that is capable of providing tremendous value to every employee within your entire organization.

We welcome any comments or feedback that you might have regarding any aspect of this document. I look forward to the development of a highly productive and mutually beneficial relationship between our respective organizations.

NETg

General Services Administration
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GSA Contract: GS02F-0429D

EFFECTIVE: AUGUST 7, 1996 - SEPTEMBER 30, 1999

SEPTEMBER, 1997
REVISION

Business may be transacted with NETg using the Multimedia License Agreement (MLA) simply by completing a Purchase Order and specifying our GSA Contract # GS02F-0429D. Business will be conducted under the AD HOC OPTION (defined in the NETg Policy Manual - Multimedia License Agreement - Version 2.0 on page 5, Section. 8 AD HOC OPTION).

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Contractor: National Education Training Group, Inc.
                                             1751 West Diehl Road, Suite 200
                                             Naperville, IL 60563-9099

Contract Administration:
                                             Ms. Sandra Peterson
                                             Director, Marketing Operations
                                             (630) 637-8864
                                             Fax: (630) 983-4518
                                             Internet: dtcspet@NETg.com

Contract Number: GS-02F-0429D

Contract Period: 8/7/96 through 9/30/99
                                             FSC GROUP 69
                                             FSC CLASS: 6930
                                             Programmed Learning Materials

Awarded Special Item Number(s):   227-6 (e) (2)
                                             227-10 (d)
                                             Note: Items are listed in
                                             commercial price list.

Discounts:
  ⇒ GSA discount of 40% from commercial list price in the August, 1997 NETg
     price list for any individual courses ordered.
  ⇒ GSA discount of 40% from commercial list price of course(s) ordered
     under an Enterprise License.
     GSA discount of 15% from commercial list price for courses ordered
     under a library; including the Subscription Library License and the Classic
     Library License.

  Your NETg representative will work with you to determine your needs and
  how they can be best met with the most cost effective pricing option.
  NETg offers the Government quantity discounts.

  Please reference the appropriate pages for Subscription Library and Classic Library License
  specifics. The prices in this document are actual GSA prices with discounts applied.

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Ordering Address: Same as Contractor's

Maximum Order Limitation: $1,000,000
Note: NETg will honor any order(s) exceeding the maximum order unless that order is returned to the ordering office within 5 workdays after receipt with written notice stating NETg's intent not to ship the item(s) called for and the reasons.

Minimum Order Limitation: $100.00

Payment Address: National Education Training Group, Inc.
P.O. Box 75638
Chicago, IL 60675-5638

Prompt Payment Discounts: 2% - 10 days; 1% - 20 days;
Net-30 days
Note: Government Commercial Credit Card is accepted.

Point of Production: Same as Contractor's

Delivery Area: All 50 States, District of Columbia, and the Commonwealth of Puerto Rico within 30 days after receipt of order.

FOB Point(s): Destination
Note: Expedited delivery, overnight and 2-day delivery and other urgent requirements are available, per courier. Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

Export Packing Charges: Open Market
Note: Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

Warranty Provisions: Standard Commercial Warranty

Note: Terms and Conditions of maintenance, preventive maintenance, repair, installation, repair parts and service points are not applicable.

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Subscription Library License

1. This is a license to permit use of multiple **NETG Skill Builder and NETG-produced** multimedia Intranet and network-delivered courses in a library (of 5 to 400 training products) by a designated student population (100 or more students) within an organization over a 12-month rental term. Multimedia training products include Intranet (both Learning Object Delivery (LOD) and Active Content), network-delivered and standalone training products. These products are delivered via CD, or diskette where CD is not available.
   Note:
   - If a customer chooses Active Content **and** any of the other delivery options (network, LOD, standalone), the Active Content counts as an extra course in a library.
   - Each Skill Guide counts as an extra course in a library.
   - Each translated version of a course counts as an extra course in a library.
   - The Subscription Library License excludes third-party multimedia products distributed by NETg including, products from Individual Software Incorporated, Object Management Laboratory (OML), APTE, Inc., Open Systems Training (OST), NIIT, Ltd., Mindware Training Technologies Limited, Wilson Learning and Xebec.
   - The Subscription Library License excludes all video products.

2. The Subscription Library License is a course library licensing option for customers who need training in a broad range of topical areas. Minimum course library size is 5 courses with library options at 10, 15, 25, 50, 100, 150, 200, 250, 300, 350 and 400 courses.
   - **The Subscription Library License is designed to offer quantity discounts when compared to the list price of individual courses.**

3. The Subscription Library License is ideal for customers with a requirement to training audiences of End Users and Information Technology (IT) professionals, with price points at 100, 250, 500, 1,000, 2,000, 3,500, 5,000, 10,000, 25,000, 50,000 and 75,000+ users.
   - **Each user-level price point applies to a range of users. Reference the pricing matrix for details.**

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Subscription Library License

4. **Audience size (potential number of users)** is determined by the total number of users in the organization that will use one or more courses.
   - Number of users should be based upon number of users in each department or functional area (i.e., 500 IT professionals, 3000 users who need Windows training). Exceptions can be made to accommodate project requirements.
   - The use of the library is restricted to the designated audience.
   - Number of users is a subset of the total number of employees.
   - In situations where the student population is very large, e.g. in excess of 75,000+ employees, contact NETg as a special price quote is required.

5. **The Subscription Library License price is determined by the total number of students and course library size.**
   Reference GSA Subscription Library License Pricing Matrix.
   Note: Pricing includes the 15% GSA discount.

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Subscription Library License

GSA Subscription Library License Pricing Matrix

User Level	Discounted 5 Courses	Discounted 10 Courses	Discounted 15 Courses	Discounted 25 Courses	Discounted 50 Courses	Discounted 100 Courses
100-249	11,730	15,640	18,760	23,552	35,328	45,080
250-499	14,070	19,550	23,460	25,500	38,250	49,300
500-999	17,980	22,670	29,710	35,190	46,750	56,950
1000-1999	22,670	28,150	35,190	46,920	63,750	74,800
2000-3499	28,150	35,190	46,920	65,680	109,480	164,220
3500-4999	35,190	54,740	70,380	93,840	156,400	234,600
5000-9999	46,920	74,290	97,750	140,760	234,600	297,500
10000-24999	62,560	113,390	148,580	215,050	351,900	527,850
25000-49999	78,200	140,760	187,680	273,700	469,200	703,800
50000-74999	97,750	175,950	234,600	351,900	625,600	938,400
75000+	RPQ	RPQ	RPQ	RPQ	RPQ	RPQ

Legend:
RPQ   Request Price Quote

User Level	Discounted 150 Courses	Discounted 200 Courses	Discounted 250 Courses	Discounted 300 Courses	Discounted 350 Courses	Discounted 400 Courses
100-249	58,600	66,240	111,040	125,120	135,280	146,230
250-499	60,350	68,850	138,410	156,400	168,910	182,200
500-999	68,000	76,500	174,380	195,500	211,140	228,340
1000-1999	86,700	95,200	228,340	254,150	274,480	296,370
2000-3499	187,000	208,250	318,270	351,900	380,050	410,550
3500-4999	322,960	391,000	456,680	508,300	548,960	592,750
5000-9999	331,500	365,500	692,850	782,000	844,560	911,810
10000-24999	620,500	688,500	945,430	1,094,800	1,182,380	1,277,000
25000-49999	909,460	1,016,600	1,222,260	1,407,600	1,520,208	1,642,200
50000-74999	1,202,710	1,329,400	1,548,360	1,720,400	1,858,030	2,006,610
75000+	RPQ	RPQ	RPQ	RPQ	RPQ	RPQ

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Subscription Library License

6. **Courses can be delivered in any combination of media**; via Intranet, a network and on individual workstations (CD and/or diskette, where generally available). Courses are leased for a twelve-month term. Courses are selected from the 1998 NETg Catalog or NETg WebSite at www.netg.com.

   For all Subscription Library orders, please provide specific information about the exact type of network version (NETCD or diskette) required for the environment and limit the order to that version only.
   - Specify if the LOD version if required.
   - Specify if the standalone multimedia version is required.
   - If Active Content is required, this will be delivered on a separate CD.

7. **The Subscription Library License permits duplication and copying of course materials for use at any number of sites.**
   A diskette/CD version is provided for duplication. Duplication and copying of course materials by the customer is permitted to facilitate distribution and use by the customer's employees at any number of sites. A CD/diskette version is provided for duplication. The customer may opt to purchase from NETg additional CD copies of the course at $15.00 per copy; diskette version at $25.00 per copy.

8. Payments are due annually in advance.

9. **At any time customers can upgrade to a higher level of users or increase the number of courses.** To upgrade within term the customer would pay the difference (delta) between the current library and the new library. If the customer wishes to start a new term, a pro-rata credit for the first library will be allowed.

10. Required contract paperwork for a Subscription Library License includes a Rental Library Product Order form and a Purchase Order referencing GSA Contract # GS02F-0429D.

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Classic Library License

1. This is a license to permit use of multiple media-based training products in a rental library. The Classic Library may contain any Multi-Learner (ML) Training products including interactive products and video that are offered at Twelve-Month Term rental pricing.

2. Network-delivered courses may also be included in the library
   - A 25-user license for a network course counts as one course of the Classic Library License.

   - A 50- or 100-user license for a network course counts as two courses of the Classic Library License.

   Note: If the client has a requirement for network-delivered courses at high users levels (above 100 users), or requires several network-delivered courses, then the client should consider the Subscription Library License to better fulfill this requirement.

3. **Unlike the Subscription Library License, the client may not copy (duplicate) courses.**

   The client agrees to rent a designated number of courses (up to 25, 50, 100, 150, 200 and 300 courses) in a Classic Library License over a Twelve-Month term.
   See attached GSA Classic Library License Price List for course library pricing. **Note: Pricing includes the GSA 15% discount.**

4. Unlike the Subscription Library, the Classic Library is course-based, not user-based.

5. Payments are annual in advance.

7. The Classic Library License may co-exist with a Subscription Library License. A client may have both libraries to satisfy different course requirements. Under this arrangement, any course available under a Network License (i.e. all LAN/network-delivered courses and the companion CD/diskette standalone versions of the courses) is excluded from the Classic Library License and should instead be included in the Subscription Library License.

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Classic Library License

NETg GSA Classic Library License Pricing Matrix	
Maximum Courses in Library	**Discounted GSA Price**
Up to 25	$26,290
Up to 50	$48,210
Up to 100	$83,270
Up to 150	$111,760
Up to 200	$131,480
Up to 300	$184,070
301+	RPQ

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Enterprise Licensing

1. The Enterprise License is a user-based model, with one price per course, for use of a course at any number of sites within a customer organization. Enterprise Licensing is available for all interactive, multimedia products. Video products are excluded.

2. The Enterprise License is available for perpetual license or twelve-month rental.
   - Information Technology (IT) products and End User Computing products are priced separately under the Enterprise License.

3. The license fee is based on the number of students accessing the courses.
   - Reference the GSA Enterprise License Pricing Matrix. **Note: Pricing includes GSA 40% discount.**

4. The courses are loaded on one or multiple network servers at multiple locations.

5. The training is delivered via the customer's network or Intranet.

6. The courses are provided in Active Content, LOD, Network (NETCD or NETDISK) and standalone (multimedia) versions.
   Note: If a customer chooses Active Content and any of the other delivery options (network, LOD, standalone), the Active Content version is considered a separate course and requires an additional Enterprise License fee.

7. **Duplication and copying of course materials by the customer is permitted with the Enterprise License** to facilitate distribution and use by the customers employees at any number of sites. A CD/diskette version is provided for duplication. The customer may opt to purchase from NETg additional CD copies of the course at $15.00 per copy; diskette version at $25.00 per copy.

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Enterprise Licensing

Enterprise Licensing Pricing Matrix				
User Level	Discounted IT Perpetual	Discounted IT 12-Mo. Rental	Discounted End User Perpetual	Discounted End User 12-Mo. Rental
501-999	$5,075	$3,810	$4,445	$3,170
1,000-1,999	$6,405	$4,800	$5,600	$4,000
2,000-3,499	$7,950	$5,960	$6,955	$4,965
3,500-4,999	$9,935	$7,450	$8,690	$6,210
5,000-9,999	$13,245	$9,935	$11,590	$8,280
10,000-24,999	$17,660	$13,245	$15,455	$11,040
25,000-49,999	$22,080	$16,560	$19,320	$13,800
50,000-74,999	$27,600	$20,700	$24,150	$17,250
75,000+	RPQ	RPQ	RPQ	RPQ

Legend: RPQ=Request Price Quote

Note: SAP products are sold under the IT course price models.